

1 **BEFORE THE**
2 **ARIZONA STATE BOARD OF TECHNICAL REGISTRATION**

3 In the Matter of:

Case Nos. HI22-011; HI22-019

4 Home Inspector
5 Registration No. 61953
6 Issued to: **ALLEN BLAKER**

**CONSENT AGREEMENT
AND ORDER**

7 Respondent.

8 In the interest of a prompt and judicious resolution of the above-captioned matter
9 before the Arizona State Board of Technical Registration (“Board”) and consistent with
10 the public interest, statutory requirements, and the responsibilities of the Board, and
11 pursuant to A.R.S. § 32-101 et seq., and A.A.C. R4-30-120(G), Allen Blaker
12 (“Respondent”) and the Board enter into the following Recitals, Findings of Fact,
13 Conclusions of Law, and Order (“Consent Agreement”) as a final disposition of this
14 matter.

15 **RECITALS**

16 1. The Board has not conducted a hearing or made a determination on the merits
17 contained herein. Instead, the Board and Respondent have agreed to a full and final
18 settlement of this matter, as reflected in this Consent Agreement.

19 2. Pursuant to Arizona’s Public Records Law, A.R.S. §§ 39-101, *et seq.*, upon
20 execution by the parties, the Consent Agreement shall constitute a public record that may
21 be disseminated as a formal action of the Board.

22 3. Upon signing this Consent Agreement and returning an original or copy of this
23 document to the Board staff or counsel, Respondent agrees and acknowledges they may
24 not revoke acceptance of the Consent Agreement or make modifications to the document
25 regardless of whether the Consent Agreement has been signed on behalf of the Board.
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1 Any modification to this original document is ineffective and void unless mutually agreed
2 by the parties in writing.

3 4. Respondent has read and understands this Consent Agreement and has had the
4 opportunity to discuss this Consent Agreement with an attorney, or have waived the
5 opportunity to discuss this Consent Agreement with an attorney.

6 5. Respondent understands that they have a right to a public administrative hearing
7 concerning this case, and that at such formal hearing could present evidence and cross-
8 examine witnesses. By entering into this Consent Agreement, Respondent knowingly,
9 voluntarily, and irrevocably waives the right to such an administrative hearing, as well as
10 rights of rehearing, review, reconsideration, appeal, judicial review or any other
11 administrative and/or judicial action concerning the matters set forth herein.

12 6. Respondent understands that this Consent Agreement or any part of the agreement
13 may be considered in any future disciplinary action by the Board.

14 7. Respondent acknowledges and agrees that the acceptance of this Consent
15 Agreement is to settle Board case nos. HI22-011 and HI22-019. This settlement will
16 solely settle this case, and does not preclude the Board from instituting any other
17 proceedings as may be appropriate now or in the future. Furthermore, and
18 notwithstanding any language in this Consent Agreement, this Consent Agreement does
19 not preclude in any way any other state agency or officer or political subdivision of this
20 state from instituting proceedings, investigating claims, or taking legal action as may be
21 appropriate now or in the future relating to this matter or other matters concerning
22 Respondent, including but not limited to violations of Arizona's Consumer Fraud Act.
23 Respondent acknowledges that, other than with respect to the Board, this Consent
24 Agreement makes no representations, implied or otherwise, about the views or intended
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1 actions of any other state agency or officer or political subdivision of the state relating to
2 this matter or other matters concerning Respondent.

3 8. This Consent Agreement is subject to the approval of the Board and is effective
4 only when accepted by the Board and signed on behalf of the Board. If the Board does
5 not accept this Consent Agreement, the Board retains its authority to hold a formal
6 administrative hearing. In the event that the Board does not approve this Consent
7 Agreement, it is withdrawn and shall be of no evidentiary value and shall not be relied
8 upon nor introduced in any action by any party, except that the parties agree that should
9 the Board reject this Consent Agreement and this case proceeds to hearing, Respondent
10 shall assert no claim that the Board was prejudiced by its review and discussion of this
11 document or any records relating thereto.

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

15 10. This Consent Agreement is based upon the following Findings of Fact and
16 Conclusions of Law.

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18 **FINDINGS OF FACT**

19 1. The Board is the state agency authorized pursuant to A.R.S. § 32-101, *et seq*, to
20 regulate the profession of home inspection in the State of Arizona .

21 2. Respondent is the holder of Arizona Certified Home Inspector Registration No.
22 61953 and has engaged in providing fee-paid parallel inspection services to the public.

23 3. On or about November 4, 2021, Respondent and Jeff Willer (“Willer”) entered
24 into a contract for Respondent to provide Willer with thirty parallel inspections. Willer
25 paid Respondent \$1,600.00 towards satisfaction of the contract.

1 4. On or about November 5, 2021, Respondent and D.J. Tarbill (“Tarbill”) entered
2 into a contract for Respondent to provide Tarbill with thirty parallel inspections. Tarbill
3 paid Respondent \$3,200.00 towards satisfaction of the contract.

4 5. On or about November 6, 2021, Respondent performed a parallel inspection of
5 Property “A” with Willer.

6 6. On or about November 8, 2021, Willer provided Respondent with a parallel
7 inspection report of Property “A” for Respondent to review, analyze, correct, and return.
8 Respondent did not return an evaluated report to Willer.

9 7. On or about November 8, 2021, Respondent performed a parallel inspection of
10 Property “B” with Willer.

11 8. On or about November 11, 2021, Willer provided Respondent with a parallel
12 inspection report of Property “B” for Respondent to review, analyze, correct, and return.
13 Respondent did not return an evaluated report to Willer.

14 9. On or about November 24, 2021, Board staff received a complaint from Tarbill
15 raising several allegations, including that Respondent failed to provide the thirty parallel
16 inspections as contracted.

17 10. On or about January 24, 2022, Board staff received a complaint from Willer
18 raising several allegations, including that Respondent failed to provide feedback through
19 review and return of the parallel inspection reports for Property “A” and Property “B”.

20 11. Following investigation, on June 28, 2022, the Board voted to proceed to a hearing
21 at the Office of Administrative Hearings for allegations including a violation of A.A.C
22 R4-30-102(1) “Parallel Inspection”, which reads in part “[t]he applicant shall produce a
23 written report for each Parallel Inspection, which the supervising certified home
24 inspector, serving as the Parallel Inspector, shall review, analyze, correct, and return to
25 the applicant within 10 calendar days after receiving the written report.”

26 **CONCLUSIONS OF LAW**

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

1 13. The conduct alleged in the Findings of Fact constitutes two grounds for discipline
2 with regards to Respondent's failure to timely review and return the parallel inspection
3 reports for Property "A" and Property "B" as required pursuant to A.R.S. 32-128(C)(4)
4 ("[v]iolation of this chapter or board rules") as relates to A.A.C. R4-30-102(1) ("[t]he
5 applicant shall produce a written report for each Parallel Inspection, which the
6 supervising certified home inspector, serving as the Parallel Inspector, shall review,
7 analyze, correct, and return to the applicant within 10 calendar days after receiving the
8 written report")

9 **ORDER**

10 Based upon the aforementioned Findings of Fact and Conclusions of Law, the Board
11 hereby issues the following Order:

12 **PROBATION**

13 1. As of the effective date of this Order, Arizona Certified Home Inspector
14 Registration No. 61953, issued to Respondent, shall be placed on probation

15 **AUTOMATIC TERMINATION OF PROBATION**

16 2. The probation imposed under this Order shall terminate automatically upon
17 provision by Respondent to Board staff of evidence of completion of payment of all
18 restitution required under this Order.

19 **RESTITUTION**

20 3. Within twelve (12) months of the effective date of this Order, Respondent shall
21 provide evidence to Board staff of making restitution to Willer and Tarbill in the
22 following amounts:

- 23 a. Willer: \$1,600.00;
- 24 b. Tarbill: \$3,200.00.

25 **EFFECTIVE DATE**

26 4. This Order is effective upon the acceptance by the parties of the Consent
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1 Agreement as evidenced by the respective signatures. The effective date of this Order is
2 the date the Consent Agreement is signed by the parties. If the Agreement is signed by
3 different parties on different dates, the later date shall be the effective date. The parties
4 may execute the Agreement in counterparts, and the parties understand and agree that
5 copies, including facsimile or e-mail signatures thereto, shall have the same force and
6 effect as originals.

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8 **NON-COMPLIANCE**

9 5. The failure of Respondent to complete or comply with any of the requirements or
10 provisions of this Order, including the General Provisions, shall be deemed a violation of
11 this Order. Pursuant to A.R.S. §§ 32.106.01, .02, the Board may combine an action to
12 enforce an order issued under A.R.S § 32.106.02 with a Petition for Injunction.

13 **GENERAL PROVISIONS**

14 6. Respondent is responsible for all costs associated with complying with this Order.


15 7. Respondent is solely responsible for ensuring they understand and comply with all
16 the terms and conditions of this Order.

17 8. Except as otherwise specified in this Order, each party agrees to pay its own
18 attorney's and expert's fees and costs.

19 Dated this 22 day of July, 2023.

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21 By: 
22 Jack Gilmore, L.A.
23 Chairman
24 Arizona State Board of Technical Registration
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1 Consent Agreement and Order, Board Case Nos. HI22-011; HI22-019 accepted
this 10 day of July, 2023.

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4 Allen Blaker

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9 **ORIGINAL** of the foregoing filed

10 August 23, 2023 with:

11 Arizona State Board of Technical Registration
12 1110 W. Washington Street
13 Suite 240
Phoenix, AZ 85007

14 **COPY** of the foregoing

15 mailed by Certified Mail No. 9214 8901 9434 4600 0937 65

16 August 23, 2023, to:

17 Allen Blaker
18 10645 N. Tatum Blvd. #200-536
Phoenix, AZ 85028

19 **COPY** of the foregoing emailed

20 August 23, 2023, to:

21 Allen Blaker
22 Ablaker@hotmail.com

23 #11363334
24
25
26
27