

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

<p>In the Matter of:</p> <p>Christoph Kaiser Non-Registrant</p> <p>Kaiserworks LLC Firm #21593</p> <p style="text-align: center;">Respondents</p>	<p style="text-align: center;">Case No.P19-027</p> <p style="text-align: center;">CONSENT AGREEMENT and ORDER OF DISCIPLINE</p>
---	---

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, Christoph Kaiser (“Respondent”), Non-Registrant owner of Kaiserworks LLC (“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.

1 3. Respondent affirmatively agrees that this Consent Agreement shall be irrevocable.

2 4. Respondent understands that this Consent Agreement or any part of the agreement
3 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 public
6 records (as defined in A.R.S. § 41-158.18) upon acceptance by the Board of this Consent
7 Agreement and may be retained in the Board's files pertaining to this matter.

8 6. Respondent understands this Consent Agreement deals with Board case number
9 P19-027 involving allegations that Respondent engaged in conduct that would subject him to
10 discipline under the Board's statutes and rules. The investigation into these allegations against
11 Respondent shall be concluded upon the Board's adoption of 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, and does
14 not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction
15 regarding any other pending or future investigation, action or proceeding.

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

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

24 10. This Consent Agreement is subject to the approval of the Board and is effective
25 only when accepted by the Board and signed on behalf of the Board. If the Board does not accept
26 this Consent Agreement, the Board retains its authority to hold a formal administrative hearing
27 pursuant to A.R.S. § 32-128(E). In the event that the Board does not approve this Consent
28 Agreement, it is withdrawn and shall be of no evidentiary value and shall not be relied upon nor

1 introduced in any action by any party, except that the parties agree that should the Board reject
2 this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that
3 the Board was prejudiced by its review and discussion of this document or any records relating
4 thereto.

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

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

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

12 FINDINGS OF FACT

13 1. The Board is the duly constituted authority for the regulation and control of
14 Architecture in the State of Arizona.

15 2. Respondent is not registered with the Board.

16 3. Respondent Firm (Kaiserworks LLC) was not registered with the Board until
17 January 9, 2019. Respondent Firm's website indicates that Respondent Firm has been in business
18 since 2016.

19 4. On November 29, 2018, the Board received a complaint alleging Respondent and
20 Respondent Firm were advertising architectural services on a website.

21 5. Board Staff observed construction plans for the Tempe Market commercial project
22 in Tempe Arizona, dated March 20, 2017, in which Respondent was listed as the Architect but
23 Robert Lepore R.A. #27001, a non-employee of Kaiser Works, signed the plans.

24 6. Board Staff observed construction plans for the Axiom Church project in Peoria
25 Arizona, dated March 22, 2017, in which Respondent was listed as the Architect but Robert
26 Lepore R.A. #27001, a non-employee of Kaiser Works, signed the plans.

27 7. Board Staff was provided with a set of plans for a planned unit development
28 commercial project in Phoenix, Arizona, in which Respondent was listed as the Architect. These

1 plans were released to the Allegor on October 30, 2018. Respondent claims it was a feasibility
2 study.

3 8. On January 22, 2019, Board Staff received an assessment from Sake Reindersma,
4 R.A. #342451. He stated that language displayed on Respondent's web site includes references
5 to architecture and continues to appear that he is an Architect to the public searching on the web.

6 9. On January 28, 2019, Board Staff received an assessment from Thomas Knapp
7 R.A. #19371. He stated the Respondent Firm's website infers Respondent is practicing
8 architecture. The unsuspecting public would not know that neither Respondent or Respondent
9 Firm are qualified to practice architecture in Arizona.

10 CONCLUSIONS OF LAW

11 1. The Board has jurisdiction in this matter pursuant to A.R.S. § 32-101, et seq,
12 including A.R.S. § 32-106.02(A).

13 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline
14 pursuant to A.R.S. § 32-141, in that Respondent Firm may have practiced or offered to practice a
15 Board regulated profession without Board registration.

16 3. The conduct alleged in the Findings of Fact constitutes grounds for discipline
17 pursuant to A.R.S. § 32-145(2), in that Respondent may have advertised or displayed a device to
18 indicate he is qualified to practice a Board regulated profession without Board Registration.

19 ORDER

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

22 1. CIVIL PENALTY. Within Ninety (90) days from the effective date of this
23 Consent Agreement, Respondent shall pay a civil penalty of One Thousand Five Hundred Dollars
24 (\$1,500.00) to the Board by cashier's check or money order made payable to the Arizona State
25 Board of Technical Registration, according to the provisions of A.R.S. § 32-106.02(A).

26 2. COST OF INVESTIGATION. Within Sixty (60) days from the effective date of
27 this Consent Agreement, Respondent shall pay the cost of investigation of this case to the Board
28 in the amount of Three Hundred Eighty two Dollars (\$382.00) by certified check or money order

1 amount of Three Hundred Eighty two Dollars (\$382.00) by certified check or money order made
2 payable to the State of Arizona Board of Technical Registration, according to the provisions of
A.R.S. § 32-128(H).

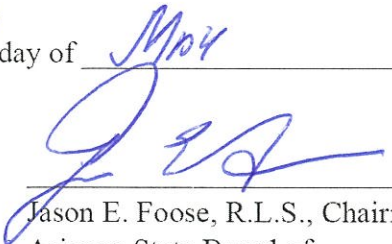
3 3. OBEY ALL LAWS. Respondent shall obey all federal, state and local laws, related
4 to the practice of Architecture in the State of Arizona. The Board shall consider any violation of
5 this paragraph to be a separate violation of the statutes governing the Arizona Board of Technical
Registration.

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

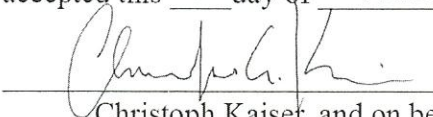
8 5. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with
9 complying with this Consent Agreement.

10 6. NONCOMPLIANCE. If Respondent violates this Order in any way or fails to
11 fulfill the requirements of this Order, the Board may seek a Petition for Injunction in accordance
with the provisions set forth in A.R.S. § 32-106.01.

12
13 ACCEPTED and ORDERED this 28th day of May, 2019.

14
15 
16 Jason E. Foose, R.L.S., Chairman
Arizona State Board of
17 Technical Registration

18 Consent Agreement and Order, No. P19-027 accepted this 4 day of MARCH, 2019.

19 
Christoph Kaiser, and on behalf of
Kaiserworks LLC, Respondents

ORIGINAL filed this 30th day of MAY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

COPY of the foregoing mailed via Certified Mail
No. 9214 8701 9434 4600 0886 26 and
First Class mail this 30th day of MAY, 2019, to:

Christoph Kaiser
Kaiserworks LLC
915 E. Pierce St.
Phoenix, AZ 85006

By: 
