

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

3 **In the Matter of:**

Case No.: P23-035

4 **Gerard Gomez**
5 **Non-Registrant**

CONSENT AGREEMENT
and
ORDER OF DISCIPLINE

6 **Geosurvices LLC**
7 **Non-Registered Firm**

8 **Respondent**

9
10 In the interest of a prompt and judicious resolution of the above-captioned matter
11 before the Arizona State Board of Technical Registration ("Board") and consistent with
12 the public interest, statutory requirements, and the responsibilities of the Board, and
13 pursuant to A.R.S. § 32-101 *et seq.*, and A.A.C. R4-30-120(G), the undersigned party,
14 Gerard Gomez, Non-Registrant, ("Respondent"), Geosurvices LLC, Non-Registrant
15 Firm, ("Respondent Firm"), and the Board enter into the following Recitals, Findings of
16 Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this
17 matter.

18 **RECITALS**

19 1. Respondent has read and understands this Consent Agreement and has had
20 the opportunity to discuss this Consent Agreement with an attorney, or has waived the
21 opportunity to discuss this Consent Agreement with an attorney.

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

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

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

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

9 6. Respondent understands this Consent Agreement deals with Board case
10 number P23-035 involving allegations that Respondent engaged in conduct that would
11 subject him to discipline under the Board's statutes and rules. The investigation into
12 these allegations against Respondent shall be concluded upon the Board's adoption of
13 this Consent Agreement.

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

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

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

1 6. In April of 2022, Respondent prepared said topographic survey for a property
2 in Phoenix, AZ.

3 7. On or about October 13, 2022, the Board received a complaint alleging that
4 Respondent prepared a topographic survey for a property in Phoenix, AZ on or about
5 April 2022, without registration with the Board. It was also alleged that Respondent
6 prepared the topographic survey to be reviewed and sealed by a registrant. It was further
7 alleged that Respondent Firm engaged in the practice of Land Surveying without firm
8 registration with the Board.

9 8. On or about January 20, 2023, Board staff received a written statement from
10 Respondent acknowledging that he prepared the topographic survey that was later signed
11 and sealed by Registered Land Surveyor Ramakrishn Inti (“Registered Land Surveyor”).
12 Respondent further acknowledged that he is not a direct employee of Registered Land
13 Surveyor.
14

15 9. On or about January 20, 2023, Respondent provided the following
16 documents:

17 a) The Topographic Survey contained the following:

- 18 i. The topographic survey title block indicates that Registered Land
19 Surveyor’s firm, Inti LLC, is the issuing firm,
20 ii. The topographic survey title block identifies Respondent as the
21 “*designer*”, and indicates that it was “*drawn*” by Respondent.
22 iii. The topographic survey title block indicates that it was reviewed and
23 sealed by Registered Land Surveyor.
24

25 b) A written contract/agreement for the topographical survey dated April 11,
26 2022, contained the following:

- 27 i. The contract/agreement lists Respondent Firm as the issuing firm,
28 and identifies Respondent as the managing member,

- 1 ii. The contract/agreement identifies the property owner as Client,
2 iii. The contract/agreement indicates that the scope of work includes the
3 fieldwork and preparation of the topographic survey, to then be
4 reviewed and sealed by a registered land surveyor.

5 10. On or about January 23, 2023, Board staff received a written statement from
6 Registered Land Surveyor, acknowledging that he signed and sealed the topographic
7 survey that was prepared by Respondent. Registered Land Surveyor further
8 acknowledged that Respondent is not his direct employee.

9 11. On or about February 6, 2023, Respondent acknowledged the following:

- 10 a) Client hired Respondent and Respondent Firm directly for the topographic
11 survey project.
12 b) Respondent provided Client with a written contract/agreement for the
13 project under Respondent Firm.
14 c) Client paid Respondent Firm directly for the provided services.
15 d) Respondent paid Registered Land Surveyor his portion of the payment.

16 12. On or about March 17, 2023, Board staff received a written statement from
17 Client, acknowledging that she directly hired Respondent and Respondent Firm to
18 prepare a topographic survey for her property. Client further acknowledged that she paid
19 Respondent Firm directly for the provided services.
20 Respondent Firm directly for the provided services.
21

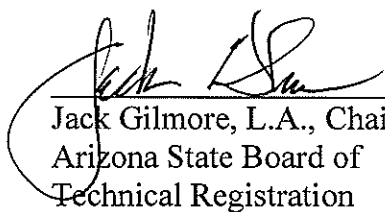
22 CONCLUSIONS OF LAW

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

25 2. The conduct alleged in the Findings of Fact, constitutes grounds for
26 discipline pursuant to A.R.S. § 32-106.02(A), A.R.S. § 32-121, and A.R.S. § 32-145(1),
27 in that Respondent practiced, or offered to practice, a Board regulated profession without
28 Board registration.

1 accordance with the provisions set forth in A.R.S. § 32-106.01.

2
3 ACCEPTED and ORDERED this 23 day of May, 2023.

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6 
7 Jack Gilmore, L.A., Chairman
8 Arizona State Board of
9 Technical Registration

10 Consent Agreement and Order, No. P23-035 accepted this 8th day of
11 May, 2023.

12 Gerard Gomez
13 Gerard Gomez, on behalf of himself
14 and on behalf of Geosurvices LLC,
15 Respondents
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1 ORIGINAL filed this 24 day of

2 May, 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 0924 61 and

8 First Class mail this 24 day of May, 2023, to:

9 Gerard Gomez
10 5141 N. 32nd Place
11 Phoenix, AZ 85018

12 By: Daniel Carthel

13 *Daniel Carthel*