



1 hearing concerning this case. He further acknowledges that at such formal hearing he  
2 could present evidence and cross-examine witnesses. By entering into this Consent  
3 Agreement, Respondent knowingly, voluntarily, and irrevocably waives his right to such  
4 an administrative hearing, as well as rights of rehearing, review, reconsideration, appeal,  
5 judicial review or any other administrative and/or judicial action concerning the matters  
6 set forth herein.

7 4. Respondent affirmatively agrees that this Consent Agreement shall be  
8 irrevocable.

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

11 6. The Consent Agreement, any record prepared in this matter, all  
12 investigative materials prepared or received by the Board and all related exhibits and  
13 materials, are public records (as defined in A.R.S. § 41-151.18) upon acceptance by the  
14 Board of this Consent Agreement and may be retained in the Board's files pertaining to  
15 this matter.

16 7. Respondent understands this Consent Agreement deals with Board case  
17 number P19-006 involving allegations that Respondent engaged in conduct that could  
18 subject him to discipline under the Board's statutes and rules. The investigation into  
19 these allegations against Respondent shall be concluded upon the Board's adoption of  
20 this Consent Agreement.

21 8. Respondent understands that this Consent Agreement is solely to settle case  
22 number P19-006, does not preclude the Department from instituting other proceedings as  
23 may be appropriate now or in the future, does not constitute a dismissal or resolution of  
24 any other matters currently pending before the Board, if any, and does not constitute any  
25 waiver, express or implied, of the Board's statutory authority or jurisdiction regarding  
26 any other pending or future investigation, action or proceeding.

27 9. Respondent also understands that, with respect to the conduct that is the  
28 subject of this Consent Agreement, acceptance of this Consent Agreement does not

1 preclude any other agency, subdivision, or officer of this State from instituting any other  
2 civil or criminal proceedings, investigating claims, or taking legal action as may be  
3 appropriate now or in the future relating to this matter or other matters concerning  
4 Respondent, including but not limited to violations of Arizona's Consumer Fraud Act.  
5 Respondent acknowledges that, other than with respect to the Board, this Consent  
6 Agreement makes no representations, implied or otherwise, about the views or intended  
7 actions of any other state agency or officer or political subdivision of the state relating to  
8 this matter or other matters concerning Respondent.

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

15       11. This Consent Agreement is subject to the approval of the Board and is  
16 effective only when accepted by the Board and signed on behalf of the Board. If the  
17 Board does not accept this Consent Agreement, the Board retains its authority to hold a  
18 formal administrative hearing pursuant to A.R.S. § 32-128(D). In the event that the  
19 Board does not approve this Consent Agreement, it is withdrawn, shall be of no  
20 evidentiary value, and shall not be relied upon nor introduced in any action by any party.  
21 Respondent agrees that should the Board reject this Consent Agreement and this case  
22 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by  
23 its review and discussion of this document or any records relating thereto.

24       12. If a court of competent jurisdiction rules that any part of this Consent  
25 Agreement is void or otherwise unenforceable, the remainder of the Consent Agreement  
26 shall remain in full force and effect.  
27  
28



1 offering and providing architectural services to the public through an unregistered firm  
2 between 1994 and October, 2018, and after October, 2019.

3 **ORDER**

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

6 1. ADMINISTRATIVE PENALTY. Within thirty (30) days from the  
7 effective date of this Consent Agreement, Respondent shall pay an administrative penalty  
8 of Five Hundred Dollars (\$500.00) by certified check or money order made payable to  
9 the State of Arizona Board of Technical Registration.

10 2. COST OF INVESTIGATION. Within thirty (30) days from the effective  
11 date of this Consent Agreement, Respondent shall pay the cost of investigation in the  
12 total amount of Two Hundred Nine Dollars (\$209.00) by certified check or money order  
13 made payable to the State of Arizona Board of Technical Registration.

14 3. OBEY ALL LAWS. Respondent shall obey all federal, state, and local  
15 laws, as well as all rules governing the practice of architecture 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 statutes governing the Board. The Board may also consider Respondent's non-  
18 compliance with this Order as a separate violation of A.R.S. § 32-150.

19 4. RENEWAL OF REGISTRATION. Respondent shall not practice  
20 architecture through Respondent Firm without continuing to timely renew his architect  
21 registration and his firm registration and will timely pay all required registration fees.


22 5. EFFECTIVE DATE. The effective date of this Consent Agreement is the  
23 date it was last executed by the Respondent or the Board.

24 6. COSTS OF COMPLIANCE. Respondent shall pay all costs associated  
25 with complying with this Consent Agreement.

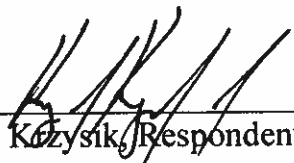
26 7. NONCOMPLIANCE. If Respondent violates this Order in any way or fails  
27 to fulfill the requirements of this Order, the Board, after giving notice and the opportunity  
28 to be heard, may revoke, suspend or take other disciplinary actions against the

1 registration. The issue at such a hearing will be limited solely to whether this Order has  
2 been violated.

3 ACCEPTED and ORDERED this 28<sup>TH</sup> day of April, 2020.

4   
5 \_\_\_\_\_  
6 Jason E. Foose, RLS, Chairman  
7 Arizona State Board of Technical  
8 Registration

8 Consent Agreement and Order, Number P19-006 accepted this 17 day of April,  
9 2020.

10   
11 \_\_\_\_\_  
12 H.J. Krzysik, Respondent

13 ORIGINAL filed this \_\_\_\_\_ day of April, 2020, with:

14 Arizona State Board of Technical Registration  
15 1110 W. Washington, Suite 240  
16 Phoenix, AZ 85007

17 COPY of the foregoing mailed/e-mailed <sup>AJP certified mailed</sup> this 30<sup>th</sup> day of April, 2020, to:  
18 9214 8901 9434 9600 0692 10

19 Henry Krzysik  
20 7301 E. 22<sup>nd</sup> St., Suite 3-C  
21 Tucson, AZ 85710  
22 hank@hjkarchitect.com  
23 Respondent

24 Deanie Reh  
25 deanie.reh@azag.gov  
26 Counsel for the State

27 By:   
28