

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

3
4 In the Matter of:

5 Ronaldo Borgogni
6 Certified Home Inspector
7 Registration No. 50622

8 Respondent.

HI15-008

CONSENT AGREEMENT

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 Arizona Revised Statutes (“A.R.S.”) § 32-101, *et seq.* and Arizona
14 Administrative Code (“A.A.C.”) R4-30-120(G), the undersigned party, Ronaldo
15 Borgogni (“Respondent”), holder of Home Inspector Certification No. 50622, and the
16 Board enter into the following Recitals, Findings of Fact, Conclusions of Law and Order
17 (“Consent Agreement”) as a final disposition of this matter.

18 **I. RECITALS**

19 1. The Board has not conducted a hearing nor made a determination on the
20 merits contained herein. Instead, the Board and Respondent have agreed to a full and
21 final settlement of this matter in lieu of formal disciplinary proceedings, pursuant to
22 A.A.C. R4-30-123(B).

23 2. Respondent has read and understands this Consent Agreement and has had
24 the opportunity to discuss this Consent Agreement with an attorney, or has waived the
25 opportunity to discuss this Consent Agreement with an attorney.

26 3. Respondent understands that he has a right to a public administrative hearing
27 concerning this case. He further acknowledges that at such formal hearing he could
28 present evidence and cross-examine witnesses. By entering into this Consent Agreement,

1 Respondent knowingly, voluntarily, and irrevocably waives his right to such an
2 administrative hearing, as well as rights of rehearing, review, reconsideration, appeal,
3 judicial review or any other administrative and/or judicial action concerning the matters
4 set forth herein.

5 4. Respondent affirmatively agrees that this Consent Agreement shall be
6 irrevocable.

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

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

13 7. Respondent understands this Consent Agreement deals with Board case
14 number HI15-008 involving allegations that Respondent engaged in conduct that could
15 subject him to discipline under the Board's statutes and rules. The investigation into
16 these allegations against Respondent shall be concluded upon the Board's adoption of
17 this Consent Agreement.

18 8. Respondent understands that this Consent Agreement does not constitute a
19 dismissal or resolution of any other matters currently pending before the Board, if any,
20 and does not constitute any waiver, express or implied, of the Board's statutory authority
21 or jurisdiction regarding any other pending or future investigation, action or proceeding.

22 9. Respondent also understands that acceptance of this Consent Agreement does
23 not preclude any other agency, subdivision, or officer of this State from instituting any
24 other civil or criminal proceedings with respect to the conduct that is the subject of this
25 Consent Agreement.

26 10. Respondent acknowledges and agrees that, upon signing this Consent
27 Agreement and returning this document to the Board's Executive Director, he may not
28 revoke his acceptance of the Consent Agreement or make any modifications to the

1 document regardless of whether the Consent Agreement has been signed on behalf of the
2 Board. Any modification to this original document is ineffective and void unless
3 mutually agreed by the parties in writing.

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

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

16 13. Respondent agrees that any violation of this Consent Agreement may result
17 in disciplinary action, including suspension or revocation of the registration under A.R.S.
18 § 32-150.

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

21 **II. FINDINGS OF FACT**

22 1. The Board is the duly constituted authority for the regulation and control of
23 the practice of several professions, including the practice of home inspection. A.R.S. §
24 32-101, *et seq.*

25 2. Respondent Borgogni is the holder of Certificate No. 50622 issued by the
26 Board, which allows Respondent to practice home inspection in the State of Arizona.

27 3. Pursuant to A.R.S. §§ 32-106 and 32-122.02, the Board possesses
28 jurisdiction over the subject matter and over Respondent.

1 4. On or about September 22, 2010, Respondent provided home inspection
2 services to Max and Patricia Bishop at the property located at 5331 W. Village Drive,
3 Glendale, AZ, 85308 (“the Property”).

4 5. According to section 11.1(B) of the Standards of Professional Practice for
5 Arizona Home Inspectors (the “Standards”), the inspector shall observe steps, stairways,
6 balconies and railings. According to section 2.2(C)(3) of the Standards, Inspectors shall
7 submit a written report to the client which shall state any systems and components so
8 inspected which were found to be in need of immediate major repair and any
9 recommendations to correct, monitor or evaluate by appropriate persons. Under the
10 Standards, an immediate major repair is defined as a major defect, which if not quickly
11 addressed, will be likely to do any of the following: (i) worsen appreciably; (ii) cause
12 further damage; or (iii) be a serious hazard to health and/or personal safety. Under the
13 Standards, “major defect” is defined as a system or component that is unsafe or not
14 functioning. On or about September 22, 2010, Respondent conducted a home inspection
15 report that failed to meet the Standards of Professional Practice for Arizona Home
16 Inspectors by failing to properly report a condition of the residence, to wit: the run
17 (width) of one or more of the steps of the staircase was too narrow and inconsistent with
18 other steps, which is a safety concern. The Bishops filed a complaint with the Board,
19 alleging that on May 13, 2013, the deviation in the step width caused Patricia Bishop to
20 fall and sustain a broken fibula. Evidence obtained during the investigative process,
21 including photographs presented, determined that Respondent failed to note in his report
22 that the step width was a safety concern.

23 6. A Board Enforcement Advisory Committee met to consider this matter and
24 assigned a severity rating of eight out of a possible ten.

25 7. According to section 2.2 of the Standards of Professional Practice for
26 Arizona Home Inspectors, the home inspector is to generally observe systems and
27 components of the home and report their condition, whether good (i.e.; non-adverse) or
28 bad, and also describe the systems and components by their type. Respondent’s report

1 did not meet the Standards of Professional Practice for Arizona Home Inspectors because
2 it failed to accurately report on the following items, including certain non-adverse
3 conditions:

- 4 a. The plumbing functional flow;
- 5 b. Missing cross connection (visible in a report photo);
- 6 c. Water heater automatic safety controls;
- 7 d. Circuit breaker compatibility;
- 8 e. Heating system automatic safety controls;
- 9 f. Heating and cooling sources in each room;
- 10 g. Fire separation wall between the home and garage; and
- 11 h. Vapor retarder.

12 **III. CONCLUSIONS OF LAW**

13
14 1. The conduct alleged in the Factual Allegations constitutes grounds for
15 discipline against Respondent pursuant to A.R.S. § 32-128(C)(4) (violation of Board
16 rules) as it relates to A.A.C. R4-30-301.01(A), which requires home inspectors to comply
17 with the Standards of Professional Practice of Arizona Home Inspectors.

18 **ORDER**

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

21 1. **LETTER OF REPRIMAND.** Respondent is hereby issued a letter of
22 reprimand.

23 2. **PROBATION.** Respondent's certification No. 50622 shall be placed on
24 probation for six (6) months during which time Respondent will need to comply with the
25 remaining terms of this order. If Respondent is non-compliant with any terms of this
26 Order during the probationary period, the Board may also consider Respondent's non-
27 compliance with this Order as a separate violation of A.R.S. § 32-150 and seek additional
28 civil penalties, a suspension or revocation of Respondent's certificate, or other discipline.

1 3. PEER REVIEW. During Respondent’s next home inspection, Respondent
2 shall be accompanied by a supervising Certified Home Inspector (“Peer Reviewer”) who
3 shall conduct a parallel home inspection with Respondent. Respondent may select his
4 Peer Reviewer.

5 The Peer Reviewer shall be in good standing with the Board and shall not have
6 received any disciplinary action from the Board within the last three years. The Peer
7 Reviewer shall have been continuously certified by the Board as a home inspector for at
8 least five (5) years and shall have conducted at least two hundred and fifty (250) home
9 inspections in the State of Arizona. The Respondent shall cause the Peer Reviewer to
10 sign an Affidavit and Agreement to Conduct Peer Review with the Board affirming that
11 the Peer Reviewer has met these selection criteria prior to conducting any peer reviews.

12 At the conclusion of the peer-reviewed home inspection, Respondent will submit
13 his work product, including a home inspection report to the Peer Reviewer who will
14 review and make all corrections to the Respondent’s home inspection report necessary for
15 the report to meet the Standards of Professional Practice for Arizona Home Inspectors.
16 Respondent shall not provide the client with a home inspection report on the peer-
17 reviewed home inspection until Respondent’s home inspection report has been approved
18 by the Peer Reviewer and meets Standards of Professional Practice for Arizona home
19 inspectors.

20 Respondent shall ensure that the Peer Reviewer provides a written report to the
21 Board after the peer-reviewed home inspection, detailing any deficiencies in
22 Respondent’s practice, and certifying that the peer-reviewed home inspection report
23 provided to the client by the Respondent is in compliance with the Standards of
24 Professional Practice for Arizona Home Inspectors. Respondent shall retain the Peer
25 Reviewer at his own expense.

26 4. ADMINISTRATIVE PENALTY. Within six (6) months of the Effective
27 Date of this agreement, Respondent shall pay a civil penalty of \$750 by certified check or
28 money order made payable to the State of Arizona Board of Technical Registration.

1 5. COST OF INVESTIGATION. Within six (6) months from the Effective
2 Date of this Consent Agreement, Respondent shall pay a portion of the costs of
3 investigation of this case to the Board in the amount of \$750 by certified check or money
4 order made payable to the State of Arizona Board of Technical Registration.

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

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

9 ACCEPTED and ORDERED this _____ day of September, 2019.

10 _____
11 Jason E. Foose, RLS, Chairman
12 Arizona State Board of
13 Technical Registration

14 Consent Agreement and Order, No. HI15-008 accepted this ____ day of
15 September, 2019.

16 _____
17  13SEP19
18 Ronaldo Borgogni, Respondent

19 ORIGINAL filed this _____ day of September, 2019, with:

20 Arizona State Board of Technical Registration
21 1110 W. Washington, Suite 240
22 Phoenix, AZ 85007

23 COPY of the foregoing mailed/e-mailed this
24 _____ day of September, 2019 to:

25 Ronaldo Borgogni
26 c/o Karly White, Esq.
27 Manning & Kass, Ellrod, Ramirez, Trester, LLP
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11th Floor
Phoenix, AZ 85012
kkw@MANNINGLLP.COM
Counsel for Respondent

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

By: _____