

1 irrevocable.

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

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 (as defined in A.R.S. § 41-158.18) upon acceptance by the Board of this
8 Consent Agreement and may be retained in the Board's files pertaining to this matter.

9 6. Respondent understands this Consent Agreement deals with Board case
10 number HI16-016 involving allegations that Respondent engaged in conduct that would
11 subject Respondent to discipline under the Board's statutes and rules. The investigation
12 into these allegations against Respondent shall be concluded upon the Board's adoption
13 of 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, Respondent
24 may not revoke his acceptance of the Consent Agreement or make any modifications to
25 the document regardless of whether the Consent Agreement has been signed on behalf of
26 the Board. Any modification to this original document is ineffective and void unless
27 mutually agreed by the parties in writing.

28

1 Mesa, Arizona.

2 5. Further review of the Respondent's Home Inspection report showed that the
3 Home Inspection occurred on October 12, 2015, and the client was listed as American
4 International Relocation Solutions in Pittsburgh, PA. The Home Inspection report failed
5 to identify the Home Inspector who conducted the Home Inspection.

6 6. Respondent firm was not registered at the time of the inspection. The
7 Certified Home Inspector with whom Respondent firm contracted to conduct the home
8 inspection as part of a relocation service offered by Respondent firm was certified at the
9 time of the home inspection. Respondent had been engaged in the practice of inspection
10 and information services within the state of Arizona for the past two years.

11 **CONCLUSIONS OF LAW**

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

14 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline
15 pursuant to A.R.S. § 32-121, in that the Respondent failed to obtain a firm registration
16 required for the practice of Home Inspection.

17 3. The conduct alleged in the Findings of Fact constitutes grounds for discipline
18 pursuant to A.R.S. § 32-141, in that Respondent firm engaged in the practice of a Board
19 regulated occupation without registration with the Board.

20 **ORDER**

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

23 1. ASSURANCE OF DISCONTINUANCE. Respondent firm shall not practice,
24 offer to practice or by any implication hold itself out as qualified to practice Home
25 Inspection as defined by A.R.S. § 32-101(B)(23), until such time as the Respondent is
26 registered by the Board and is in full compliance with the board's Statutes and Rules.

27 2. CIVIL PENALTY. Within Sixty (60) days from the effective date of this
28 Consent Agreement, Respondent shall pay a Civil Penalty of Four Thousand Dollars

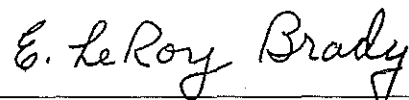
1 (\$4,000.00) by cashier's check or money order made payable to the Arizona State Board
2 of Technical Registration, according to the provisions of according to the provisions of
3 A.R.S.32-106.02(B).

4 3. COST OF INVESTIGATION. Within Sixty (60) days from the effective date
5 of this Consent Agreement, Respondent shall pay the Cost of Investigation of this case to
6 the Board in the amount of Six Hundred and Twenty Two Dollars (\$622.00)
7 by certified check or money order made payable to the State of Arizona Board of
8 Technical Registration, according to the provision of A.R.S. 32-128(h).

9 4. EFFECTIVE DATE. The effective date of this Consent Agreement is the date
10 the Respondent and Board sign the consent Agreement. If the dates are different the
11 effective date is the later of the two dates.

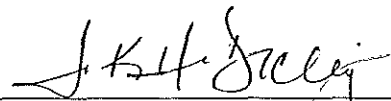
12 5. COST OF COMPLIANCE. Respondent shall pay all cost associated with
13 complying with this Consent Agreement.

14
15 ACCEPTED and ORDERED this 28TH day of JUNE, 2016.

16
17 

18 E. Leroy Brady, Chairman
19 Arizona State Board of
20 Technical Registration

21 Consent Agreement and Order, No. HI16-016 accepted this ___ day of
22 _____, 2016.

23 

24 Tine K. H. Dickey, on behalf of Fidelity
25 Inspection & Consulting Services,
26 Respondent

27 ORIGINAL filed this 28 day of
28 JUNE, 2016, with:

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

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COPY of the foregoing mailed via Certified Mail
No. 7015 3010 0000 3864 7733 And
First Class mail this 29 day of JUNE, 2016, to:

Fidelity Inspection & Consulting Services
Doylestown Commerce Center
2003 S. Easton Road, Suite 208
Doylestown, PA 18901

By *D. Haemmer*