

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 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
6 public records (as defined in A.R.S. § 41-158.18) upon acceptance by the Board of this
7 Consent 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
9 number HI17-012, involving allegations that Respondent engaged in conduct that would
10 subject him to discipline under the Board's statutes and rules. The investigation into
11 these allegations against Respondent shall be concluded upon the Board's adoption of
12 this Consent Agreement.

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

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

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

27 10. This Consent Agreement is subject to the approval of the Board and is
28 effective only when accepted by the Board and signed on behalf of the Board. If the

1 Board does not accept this Consent Agreement the Board retains its authority to hold a
2 formal administrative hearing pursuant to A.R.S. § 32-128(E). In the event that the
3 Board does not approve this Consent Agreement, it is withdrawn and shall be of no
4 evidentiary value and shall not be relied upon nor introduced in any action by any party,
5 except that the parties agree that should the Board reject this Consent Agreement and this
6 case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced
7 by its review and discussion of this document or any records relating thereto.

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

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

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

16 **FINDINGS OF FACT**

17 1. The Board is the duly constituted authority for the regulation and control of
18 the practice of Home Inspections in the State of Arizona.

19 2. Respondent is the holder of Arizona Home Inspection Certification No.
20 40941.

21 3. Respondent firm, Lake Havasu Home Inspections, is not, nor has ever been,
22 registered with the Board.

23 4. On November 14, 2016, Respondent conducted a Home Inspection and
24 prepared a Home Inspection report for a property located at 1490 Sea Lancer Dr., Lake
25 Havasu City, AZ, through Respondent firm.

26 5. On or about November 11, 2016, Respondent sent emails to numerous
27 recipients that contained advertising and offers to conduct home inspections through
28 Respondent Firm.

1 **CONCLUSIONS OF LAW**

2 1. The Board has jurisdiction in this matter pursuant to A.R.S. § 32-101, et seq.

3 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline
4 pursuant to A.R.S. § 32-128(C)(4) as it relates to A.A.C. R4-30-301(4), in that
5 Respondent engaged in the practice of Home Inspection through an unregistered firm.

6 3. The conduct alleged in the Findings of Fact constitutes grounds for
7 discipline pursuant to A.R.S. §.32-121 and A.R.S. §. 32-141 in that Respondent Firm
8 engaged in the practice of a Home Inspection without firm registration with the Board.

9 **ORDER**

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

12 1. LETTER of REPRIMAND. Respondent is hereby issued a letter of
13 Reprimand.

14 2. ASSURANCE OF DISCONTINUANCE. Respondent firm, shall not
15 engage in the practice, offer to practice or by any implication hold itself out as qualified
16 to practice home inspections as defined by A.R.S. § 32-101(B)(23), and shall not display
17 any card, sign or other device that may indicate to the public that it is a registered home
18 inspection firm or is qualified to practice as such in the State of Arizona until such time
19 as the Respondent firm has been granted registration by the Board or is in full compliance
20 with the Board's Statues and Rules.

21 3. ADMINISTRATIVE PENALTY. Within sixty (60) days from the
22 effective date of this Consent Agreement, Respondent shall pay an administrative penalty
23 of Two Hundred and Fifty Dollars (\$250.00) by certified check or money order made
24 payable to the State of Arizona Board of Technical Registration.

25 4. COST OF INVESTIGATION. Within thirty (30) days from the effective
26 date of this Consent Agreement, Respondent shall pay the cost of investigation of this
27 case to the Board in the amount of Two Hundred and Ninety-Nine Dollars (\$299.00) by
28 certified check or money order made payable to the State of Arizona Board of Technical

1 Registration, according to the provisions of A.R.S. § 32-128(H).

2 5. OBEY ALL LAWS. Respondent shall obey all federal, state and local
3 laws, as well as, all rules governing the practice of Home Inspection in the State of
4 Arizona. The Board shall consider any violation of this paragraph to be a separate
5 violation of the rules and statues governing the Arizona Board of Technical Registration.

6 6. RENEWAL OF REGISTRATION. Respondent shall timely renew his
7 Arizona registration as a Home Inspector and timely pay all required registration fees.

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

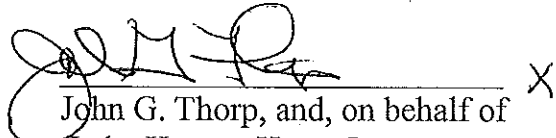
11 8. COSTS OF COMPLIANCE. Respondent shall pay all costs associated
12 with complying with this Consent Agreement.

13 9. NONCOMPLIANCE. If Respondent violates this Order in any way or fails
14 to fulfill the requirements of this Order, the Board, after giving notice and the opportunity
15 to be heard, may revoke, suspend or take other disciplinary actions against the
16 registration. The issue at such a hearing will be limited solely to whether this Order has
17 been violated.

18 ACCEPTED and ORDERED this 24 day of JAN., 2017.

19
20 
21 Jason Madison, Chairman
22 Arizona State Board of
23 Technical Registration

24 Consent Agreement and Order, No. HI17-012 accepted this 3RD day of X
25 January, 2017.

26 
27 John G. Thorp, and, on behalf of X
28 Lake Havasu Home Inspectors,
Respondents

ORIGINAL filed this 24 day of

1 JANUARY, 2017, with:

2 Arizona State Board of Technical Registration
3 1110 W. Washington, Suite 240
Phoenix, AZ 85007

4 **COPY** of the foregoing mailed via Certified Mail
5 No. 9214 8901 9434 4600 0076 49 and
6 First Class mail this 27 day of JANUARY, 2017, to:

7 John G. Thorp, C.H.I.
8 1700 Topaz Drive
Lake Havasu City, AZ 86403

9
10 By: D. Hama

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