

Received B.T.R.	
APR 11 2015	
<input type="checkbox"/> Allegor	<input checked="" type="checkbox"/> Respondent
<input type="checkbox"/> Other	

BEFORE THE ARIZONA STATE
BOARD OF TECHNICAL REGISTRATION

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

In the Matter of:

Mark Bowker
Non-Registrant
Pixolux Laboratory, LLC
Non-Registrant Firm

Respondent

Case No.: P16-006

CONSENT AGREEMENT
and
ORDER OF DISCIPLINE

In the interest of a prompt and judicious resolution of the above-captioned matter before the Arizona State Board of Technical Registration ("Board") and consistent with the public interest, statutory requirements, and the responsibilities of the Board, and pursuant to A.R.S. § 32-101 et seq., and A.A.C. R4-30-120(G), the undersigned party, Mark Bowker, Non-Registrant, ("Respondent") Pixolux Laboratory, LLC, Non-Registrant Firm, ("Respondent"), and the Board enter into the following Recitals, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this matter.

RECITALS

1. Respondent has read and understands this Consent Agreement and has had the opportunity to discuss this Consent Agreement with an attorney, or has waived the opportunity to discuss this Consent Agreement with an attorney.
2. Respondent understands that he has a right to a public administrative hearing concerning this case. He further acknowledges that at such formal hearing he could present evidence and cross-examine witnesses. By entering into this Consent Agreement, Respondent knowingly, voluntarily, and irrevocably waives his right to such an administrative hearing, as well as rights of rehearing, review, reconsideration, appeal, judicial review or any other administrative and/or judicial action concerning the matters 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 (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 P16-006 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.

28 ////

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5 Board does not approve this Consent Agreement, it is withdrawn and shall be of no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

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

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

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

18 **FINDINGS OF FACT**

19 1. The Board is the duly constituted authority for the regulation and control of
20 the practice of Architecture in the state of Arizona.

21 2. Respondent is not registered with the Board as an Architect.

22 3. Respondent's firm, Pixolux Laboratory, LLC, is not registered with the
23 Board.

24 4. On July 9, 2015, the Board received a complaint alleging that the
25 Respondent offered and/or provided professional architectural services in the state of
26 Arizona, without benefit of registration. Based upon this complaint, the Board initiated an
27 investigation.

28 ////

1 5. On November 11, 2015, Respondent came to the Board's office and provided
2 the Pecos and Market project plans, which displayed the Respondent's firm's name in the
3 title block. During the interview, the Respondent admitted he unknowingly violate Board
4 statutes when submitting plans to the Town of Gilbert for the Pecos and Market project,
5 agreeing to immediately discontinue any conduct that would violate the Board's statutes
6 moving forward.

7 6. On December 8, 2015, Board Staff received a written response from the
8 Respondent acknowledging that Respondent and Respondent Firm had violated Board
9 statutes. Respondent agreed to discontinue practicing architecture.

10 CONCLUSIONS OF LAW

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

13 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline
14 pursuant to A.R.S. § 32-145(1) and A.R.S. § 32-121, in that the Respondent offered to
15 practice or by any implication held himself out as qualified to practice architecture
16 without Board registration when submitting plans for a commercial project to the Town
17 of Gilbert, Arizona.

18 3. The conduct alleged in the Findings of Fact constitutes grounds for discipline
19 pursuant to A.R.S. § 32-141(A) and A.R.S. § 32-121, in that the Respondent Firm
20 engaged in and advertised the practice of architecture through the firm Pixolux
21 Laboratory, LLC, that is not registered with the Board.

22 ORDER

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

25 1. ASSURANCE OF DISCONTINUANCE. Respondent and Respondent Firm
26 shall not practice, offer to practice, or by any implication hold themselves out as qualified
27 to practice Architecture as defined by A.R.S. § 32-101(B)(8), until such time as they are
28 registered by the Board and are in full compliance with the Board's Statutes and Rules.

1 Respondent and Respondent Firm shall not display any card, sign or other device that
2 may indicate to the public that they are a registered professional architectural or
3 engineering professional or firm or are qualified to practice as such in the State of
4 Arizona until such time as they have been granted registration by the Arizona Board of
5 Technical Registration or are in full compliance with the Board's Statues and Rules.

6 2. CIVIL PENALTY. Within Sixty (60) days from the effective date of this
7 Consent Agreement, Respondent and Respondent Firm shall pay a civil penalty of Five
8 Hundred Dollars (\$500.00). Payments are to be submitted to the Board by cashier's
9 check or money order, made payable to the Arizona State Board of Technical
10 Registration, according to the provisions of A.R.S. § 32-128(A)(3). Respondent and
11 Respondent Firm are jointly and severally liable for the payment of the civil penalty.

12 3. COST OF INVESTGATION. Within Sixty (60) days from the effective date
13 of this Consent Agreement, Respondent and Respondent Firm shall pay the cost of
14 investigation of this case to the Board in the amount of Three Hundred Fifty Eight
15 Dollars (\$358.00). Payments are to be submitted to the Board by cashier's check or
16 money order, made payable to the Arizona State Board of Technical Registration,
17 according to the provisions of A.R.S. § 32-128(H). Respondent and Respondent Firm are
18 jointly and severally liable for the payment of the cost of investigation.

19 4. EFFECTIVE DATE. The effective date of this Consent Agreement is the date
20 the Respondent and Board sign the Consent Agreement. If the dates are different, the
21 effective date is the later of the two dates.


22 5. COSTS OF COMPLIANCE. Respondent and Respondent Firm shall pay all
23 costs associated with complying with this Consent Agreement.

24
25 ACCEPTED and ORDERED this 26th day of April, 2016.

26
27 E. Leroy Brady
28 E. Leroy Brady, Chairman
Arizona State Board of
Technical Registration

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Consent Agreement and Order, No. P16-006 accepted this 11 day of APRIL, 2016.


Mark Bowker, Personally and on behalf
of Pixolux Laboratory, LLC,
Respondents

ORIGINAL filed this 26 day of APRIL, 2016, with:

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

COPY of the foregoing mailed via Certified Mail
No. 7015 3610 0000 3864 7559 and
First Class mail this 2 day of MAY, 2016, to:

By: D. Kraemer