BEFORE THE ARIZONA STATE
BOARD OF TECHNICAL REGISTRATION

In the Matter of:
Jeff Dietz
Non-Registrant

Case No.: P16-019

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, Jeff Dietz, Non-Registrant, ("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.

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

5. The Consent Agreement, any record prepared in this matter, all investigative materials prepared or received by the Board and all related exhibits and materials, are public records (as defined in A.R.S. § 41-158.18) upon acceptance by the Board of this Consent Agreement and may be retained in the Board’s files pertaining to this matter.

6. Respondent understands this Consent Agreement deals with Board case number P16-019 involving allegations that Respondent engaged in conduct that would subject him to discipline under the Board’s statutes and rules. The investigation into these allegations against Respondent shall be concluded upon the Board’s adoption of this Consent Agreement.

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

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

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

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

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

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

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

**FINDINGS OF FACT**

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

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

3. Respondent firm is not registered with the Board.


5. On or about January 14, 2011, Respondent and Respondent firm entered into
a contract with William Rubell, Project Manager, for the design and construction of a 3
story lounge at The Venue, located at 7117 W. 3rd Ave., Scottsdale, AZ.

6. Professional documents for The Venue project, dated September 30, 2011,
displayed the stamp and seal of Alleger, Richard Oehler, registered Architect.

7. On or about September 17, 2015, the Board received a complaint alleging
that Respondent and Respondent firm engaged in a Board regulated profession without
registration. It also alleges that Respondent illegally used a registrant's seal and signature on documents prepared by non-registrant and that Respondent fraudulently used the registration of another. Firm registration documents were submitted with the complaint to which the alleger stated he did not sign and did not know he was listed as the firm's principal. Alleger stated that Respondent had obtained the CAD seal and forged alleger's name on professional documents. Alleger also stated that he did not know how many other projects the Respondent had engaged in which Respondent used Alleger's seal and identity.

8. On October 27, 2015, Board staff received plans for The Venue project. The plans show the alleger's stamp and signature dated September 30, 2011 as well as October 15, 2011.

9. On November 17, 2015, Board staff received Respondent's written response to the allegations. In his response, Respondent wrote that Respondent firm had offered drafting services to The Venue to complete the drawings that had received a conditional use permit. Respondent further stated that he had visited the alleger's office a number of times so that the plans could be reviewed, stamped and signed. Respondent continues that he cannot verify without a doubt that the alleger himself signed all of the documents due to the fact that Respondent would often times leave the documents for the alleger to sign. Included with the written response was a copy of the plans for The Venue. The Respondent's submittal had an updated cover page in which the seal and signature were dated August 14, 2013 with the signature of the alleger.

10. On February 16, 2016, Respondent submitted a letter requesting that his firm, Dietz Design, be dissolved with the Board.

11. On April 8, 2016, Board staff interviewed Respondent at the Board office. During the interview, Respondent stated that he received the CAD seal from the alleger's son, Josh Oehler, through email sometime in 2009. Respondent stated that he did not request the CAD seal but did not question why it was sent to him. Respondent admitted that had used the CAD seal on other projects prior to The Venue project.
CONCLUSIONS OF LAW

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

2. The conduct alleged in the Findings of Fact, constitutes grounds for discipline pursuant to A.R.S. § 32-121, in that Respondent practiced a board regulated profession without registration.

3. The conduct alleged in the Findings of Fact, constitutes grounds for discipline pursuant to A.R.S. § 32-125(D), in that Respondent illegally used a registrant’s seal and signature on documents prepared by a non-registrant.

4. The conduct alleged in the Findings of Fact, constitutes grounds for discipline pursuant to A.R.S. § 32-145(4), in that Respondent fraudulently used the registration of another by stamping and sealing professional documents.

ORDER

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

1. ASSURANCE OF DISCONTINUANCE. Respondent shall not practice, offer to practice, or by any implication hold itself out as qualified to practice Architecture as defined by A.R.S. § 32-101.B(8) until such time as the Respondent is registered by the Board and is in full compliance with the Board’s Statutes and Rules.

2. Civil PENALTY. Within six (6) months from the effective date of this Consent Agreement, Respondent shall pay a civil penalty of Two Thousand Five Hundred Dollars ($2,500.00) to the Board by cashier’s check or money order made payable to the Arizona State Board of Technical Registration, according to the provisions of A.R.S. § 32-106.02(A).

3. COST OF INVESTIGATION. Within Ninety (90) days from the effective date of this Consent Agreement, Respondent shall pay the cost of investigation of this case to the Board in the amount of Six Hundred Eighty-Eight Dollars ($688.00) by certified check or money order made payable to the State of Arizona Board of Technical
Registration, according to the provisions of A.R.S. § 32-128(H).

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

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

ACCEPTED and ORDERED this 13th day of DECEMBER, 2016.

Original filed this 13th day of DECEMBER, 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. 934 6901 4434 4600 0036 89 and First Class mail this 14th day of DECEMBER, 2016, to:

Jeff Dietz
15370 W. Bloomfield Rd.
Surprise, AZ 85379

By: [Signature]