



BEFORE THE ARIZONA STATE
BOARD OF TECHNICAL REGISTRATION

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In the Matter of:
Robert Moric
Non-Registrant
Respondent

Case No.: P16-022

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, Robert Moric, 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.

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

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

7 6. Respondent understands this Consent Agreement deals with Board case
8 number P16-022 involving allegations that Respondent engaged in conduct that would
9 subject him to discipline under the Board's statutes and rules. The investigation into
10 these allegations against Respondent shall be concluded upon the Board's adoption of
11 this Consent Agreement.

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

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

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

26 10. This Consent Agreement is subject to the approval of the Board and is
27 effective only when accepted by the Board and signed on behalf of the Board. If the
28 Board does not accept this Consent Agreement, the Board retains its authority to hold a

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

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

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

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

15 **FINDINGS OF FACT**

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

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

19 3. On October 8, 2015, the Board received a complaint alleging that the
20 Respondent offered or provided professional architectural services in the state of Arizona,
21 without benefit of registration by using the title of "Architect" on a business website.
22 Based upon this complaint, the Board initiated an investigation.

23 4. On October 15, 2015, Board staff reviewed the Respondent's website,
24 www.Bulthaupaz.com, which advertised or could be construed as advertising to the
25 public that the Respondent is the owner and principal Architect of Bulthaup, Scottsdale.

26 5. On October 15, 2015, Board staff reviewed the Respondent's Twitter page,
27 @RobertMoric, which advertised or could be construed as advertising to the public that
28 the Respondent is a practicing Architect in Scottsdale, Arizona.

1 6. On November 9, 2015, the Board received Respondent's timely response
2 from the Respondent's attorney, Roger S. Owers, to the Board's allegations. In his
3 response, Mr. Owers stated "The Respondent will continue to post his architecture
4 education qualifications online, but remove the word "Architect" from Mr. Moric's page
5 on Bulthaup's website (*www.Bulthaupaz .com*) and from Mr. Moric's Twitter account
6 (*@RobertMoric*)."

7 CONCLUSIONS OF LAW

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

10 2. The conduct alleged in the Findings of Fact constitute grounds for discipline
11 pursuant to A.R.S. § 32-145(1) in that the Respondent practiced or offered to practice or
12 by implication held himself out as qualified to practice a Board-regulated profession
13 without Board registration, by using the title of "Architect" on a business website.

14 3. The conduct alleged in the Findings of Fact constitute grounds for discipline
15 pursuant to A.R.S. § 32-145(2) in that Respondent advertised or displayed a device that
16 may indicate to the public that the Respondent is qualified to practice a Board-regulated
17 profession without Board registration, by using the title "Architect" on a business
18 website.

19 ORDER

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

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

26 2. CIVIL PENALTY. Within (60) days from the effective date of this Consent
27 Agreement, Respondent shall pay a civil penalty of Two Hundred Fifty Dollars (\$250.00)
28 to be submitted to the Board by cashier's check or money order made payable to the

1 Arizona State Board of Technical Registration, according to the provisions of A.R.S. §
2 32-106.02(B).

3 3. COST OF INVESTIGATION. Within Sixty (60) days from the effective date
4 of this Consent Agreement, Respondent shall pay the cost of investigation of this case to
5 the Board in the amount of Three Hundred Thirty Six Dollars (\$336.00) by certified
6 check or money order made payable to the State of Arizona Board of Technical
7 Registration, according to the provisions of A.R.S. § 32-128(H).

8 4. EFFECTIVE DATE. The effective date of this Consent Agreement is the date
9 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 5. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with
12 complying with this Consent Agreement.

13 ACCEPTED and ORDERED this 26th day of JANUARY, 2016

14
15 E. Leroy Brady
16 E. Leroy Brady, Chairman
17 Arizona State Board of
18 Technical Registration

18 Consent Agreement and Order, No. P16-022 accepted this 9th day of
19 December, 2016
20 Robert Moric
21 Robert Moric, Respondent

21 ORIGINAL filed this 26 day of
22 JANUARY, 2016, with:

23 Arizona State Board of Technical Registration
24 1110 W. Washington, Suite 240
25 Phoenix, AZ 85007
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COPY of the foregoing mailed via Certified Mail
No. 7015 1660 0000 1489 5252 and
First Class mail this 28 day of JANUARY, 2015, to:

Robert Moric
4175 N. Goldwater Blvd.
Scottsdale, AZ 85251

By: 
