



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 P16-024 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3 Board does not approve this Consent Agreement, it is withdrawn and shall be of no  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 Architecture in the State of Arizona.

19 2. Respondent is not registered with the Board as a professional Architect.

20 3. Respondent firm is not registered with the Board.

21 4. On October 8, 2015, Board staff received a complaint that the Respondent  
22 was advertising himself on Facebook and LinkedIn as an Architect and offering  
23 architectural services through a non-registrant firm.

24 5. On November 4, 2015, Board staff spoke with Respondent who stated that  
25 after receiving correspondence from the Allegor and the Notice of Investigation from the  
26 Board, he changed the name of his firm Complete Architectural Services, LLC, to  
27 Complete Design Services. He said his work is residential and if he works on a  
28 commercial project he engages the use of professional registrants.

1 CONCLUSIONS OF LAW

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

4 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline  
5 pursuant to A.R.S. § 32-121, in that a person or firm desiring to practice any Board  
6 regulated profession must obtain a registration.

7 3. The conduct alleged in the Findings of Fact constitutes grounds for  
8 discipline pursuant to pursuant to A.R.S. § 32-145(1) (2), in that Respondent offered to  
9 practice and by implication held himself out as qualified to practice a Board regulated  
10 profession without registration with the Board.

11 4. The conduct alleged in the Findings of Fact constitutes grounds for discipline  
12 pursuant to pursuant to A.R.S. § 32-141(A), in that Respondent firm engaged in the  
13 practice of a Board regulated profession without registration with the Board.

14 ORDER

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

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

21 2. CIVIL PENALTY. Within (60) days from the effective date of this Consent  
22 Agreement Respondent shall pay a civil penalty of Two Hundred Fifty Dollars (\$250.00)  
23 to be submitted to the Board by cashier's check or money order made payable to the  
24 Arizona State Board of Technical Registration, according to the provisions of A.R.S. §  
25 32-106.02(B).

26 3. COST OF INVESTIGATION. Within Sixty (60) days from the effective  
27 date of this Consent Agreement, Respondent shall pay the cost of investigation of this  
28 case to the Board in the amount of Two Hundred Sixty Two Dollars (\$262.00) by

1 certified check or money order made payable to the State of Arizona Board of Technical  
2 Registration, according to the provisions of A.R.S. § 32-128(H).

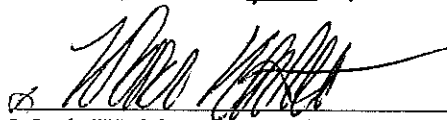
3 4. EFFECTIVE DATE. The effective date of this Consent Agreement is the  
4 date the Respondent and Board sign the Consent Agreement. If the dates are different, the  
5 effective date is the later of the two dates.

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

8  
9 ACCEPTED and ORDERED this 15<sup>th</sup> day of  
10 December, 2015.

11  
12   
13 E. Leroy Brady, Chairman  
14 Arizona State Board of  
15 Technical Registration

16 Consent Agreement and Order, No. P16-024 accepted this 15 day of  
17 DECEMBER, 2015.

18   
19 Mark Walth, Respondent

20 ORIGINAL filed this 15 day of  
21 DECEMBER, 2015, with:

22 Arizona State Board of Technical Registration  
23 1110 W. Washington, Suite 240  
24 Phoenix, AZ 85007

25 COPY of the foregoing mailed via Certified Mail  
26 No. 7015 1660 0000 1489-5146 and  
27 First Class mail this 16 day of DECEMBER, 2015, to:

28 Mark Walth  
3511 E. Thunderbird Rd.  
Phoenix, AZ 85032

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By: D. Kraemer