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**BEFORE THE ARIZONA STATE
BOARD OF TECHNICAL REGISTRATION**

In the Matter of:
Drone View Technologies
Non-Registrant Firm
Respondent

Case No.: P16-041
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, Drone View Technologies 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.
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 P16-041 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 Professional Land Surveying in the state of Arizona.

18 2. On December 17, 2015, the Board received a complaint alleging that
19 Respondent was offering Board regulated services without firm registration with the
20 Board in violation of A.R.S. 32-141.

21 3. Respondent Firm is not registered with the Board as a Land Surveying firm.

22 4. On or about January 4, 2016, Board staff reviewed an email Respondent sent
23 to Shephard-Wesnitzer which offered the service of land surveying, and the Respondent's
24 website which offers land surveying services in the state of Arizona.

25 5. On October 6, 2016, the Boards Enforcement Advisory Committee ('EAC')
26 convened to review the complaint against the Respondent firm. After reviewing all of the
27 documents and information submitted by the Allegor and the Respondent firm, the
28 committee concluded that Respondent's website and the email Respondent sent to

1 Shepard-Wesnitzer Inc., advertised land surveying and topographic mapping services.
2 The EAC found that Respondent website specifically advertised professional services in
3 four states, including Arizona. The EAC also found that the Respondent's email
4 advertised services that fall under the definition of land surveying pursuant to A.R.S. §
5 32-101(B)(27).

6 CONCLUSION OF LAW

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

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

13 ORDER

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

16 1. ASSURANCE OF DISCONTINUANCE. Respondent firm, shall not engage in
17 the practice, offer to practice or by any implication hold itself out as qualified to practice
18 land surveying as defined by A.R.S. § 32-101(B)(27), and shall not display any card, sign
19 or other device that may indicate to the public that it is a registered professional Land
20 surveying firm or is qualified to practice as such in the State of Arizona until such time as
21 the Respondent's firm has been granted registration by the Board or is in full compliance
22 with the Board's Statues and Rules.

23 2. CIVIL PENALTY. Within Sixty (60) days from the effective date of this
24 Consent Agreement, Respondent shall pay a civil penalty of Five Hundred Dollars
25 (\$500.00) to the Board by cashier's check or money order made payable to the Arizona
26 State Board of Technical Registration, according to the provisions of A.R.S. § 32-
27 106.02(A).

28 3. COST OF INVESTIGATION. Within Ninety (90) days from the effective date

1 of this Consent Agreement, Respondent shall pay the cost of investigation of this case to
2 the Board in the amount of Six Hundred and Sixty-Six Dollars (\$666.00) by certified
3 check or money order made payable to the State of Arizona Board of Technical
4 Registration, according to the provisions of A.R.S. § 32-128(H).

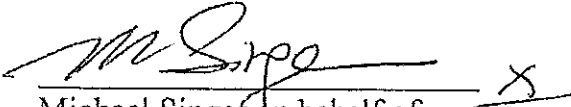
5 4. EFFECTIVE DATE. The effective date of this Consent Agreement is the date
6 the Respondent and Board sign the Consent Agreement. If the dates are different, the
7 effective date is the later of the two dates.

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

10 ACCEPTED and ORDERED this 14th day of November, 2016.

11
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13 
14 Jason K., Chairman
Arizona State Board of
Technical Registration

15
16 Consent Agreement and Order, No. P16-041 accepted this 14th day of X
November, 2016.

17
18 
19 Michael Singel on behalf of X
Drone View Technologies, Respondent

20 ORIGINAL filed this 13 day of

21 DECEMBER, 2016, with:

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

24 COPY of the foregoing mailed via Certified Mail

25 No. 9275 0901 1935 6200 0002 7317 10 and

26 First Class mail this 14 day of DECEMBER, 2016, to:

27 Drone View Technologies
1750 S. telegraph Rd, Suite 200
28 Bloomfield Township, MI 48302

1 By: J. Kraemer

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