



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 P16-073 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3 Board does not approve this Consent Agreement, it is withdrawn and shall be of no  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 Professional Land Surveying, Engineering and Architecture in the State of  
19 Arizona.

20 2. Respondent is not registered with the Board as a Professional Land Surveyor,  
21 Engineer or Architect.

22 3. Respondent Firm (DSK Design, LLC.) is not registered with the Board.

23 4. On or about June 22, 2016, Board staff received a complaint that Respondent  
24 advertised and offered to practice architecture, engineering and land surveying by posting  
25 an advertisement on Craigslist. The complaint also stated that Respondent firm engaged  
26 in the practice of a Board regulated profession by advertising the practice of architecture,  
27 licensed and certified engineering, and land surveying on Craigslist without firm  
28 registration.



1           1. ASSURANCE OF DISCONTINUANCE. Respondent shall not practice, offer  
2 to practice, or by any implication hold itself out as qualified to practice Engineering,  
3 Land Surveying and Architecture as defined by A.R.S. § 32-101.B(8)(17)(27) until such  
4 time as the Respondent is registered by the Board and is in full compliance with the  
5 Board's Statutes and Rules. Respondent's firm, shall not engage in the practice, offer to  
6 practice or by any implication hold itself out as qualified to practice engineering, land  
7 surveying or architecture as defined by A.R.S. § 32-101(B)(8)(17)(27), and shall not  
8 display any card, sign or other device that may indicate to the public that it is a registered  
9 professional architectural or engineering firm or is qualified to practice as such in the  
10 State of Arizona until such time as the Respondent's firm has been granted registration by  
11 the Board or is in full compliance with the Board's Statues and Rules.

12           2. CIVIL PENALTY. Within Thirty (30) days from the effective date of this  
13 Consent Agreement, Respondent shall pay a civil penalty of Two Hundred Fifty Dollars  
14 (\$250.00) to the Board by cashier's check or money order made payable to the Arizona  
15 State Board of Technical Registration, according to the provisions of A.R.S. § 32-  
16 106.02(A).

17           3. COST OF INVESTIGATION. Within Thirty (30) days from the effective date  
18 of this Consent Agreement, Respondent shall pay the cost of investigation of this case to  
19 the Board in the amount of One Hundred Seventy-Four Dollars (\$174.00) by certified  
20 check or money order made payable to the State of Arizona Board of Technical  
21 Registration, according to the provisions of A.R.S. § 32-128(H).

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

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

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1 ACCEPTED and ORDERED this 23<sup>rd</sup> day of August, 2016.

2  
3 E. Leroy Brady  
4 E. Leroy Brady, Chairman  
5 Arizona State Board of  
6 Technical Registration

7 Consent Agreement and Order, No. P16-073 accepted this 23 day of  
8 AUG, 2016.

9 David Keith  
10 David Keith, Respondent

11  
12  
13 ORIGINAL filed this 23 day of  
14 AUGUST, 2016, with:

15 Arizona State Board of Technical Registration  
16 1110 W. Washington, Suite 240  
17 Phoenix, AZ 85007

18 COPY of the foregoing mailed via Certified Mail  
19 No. 7015 3010 0000 3864 7894 and  
20 First Class mail this 29 day of AUGUST, 2016, to:

21 David Keith  
22 DSK Design, LLC  
23 1265 N. Allen St.  
24 Mesa, AZ 85203

25 By: J. Maanen