

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 P17-011 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3 Board does not approve this Consent Agreement, it is withdrawn and shall be of no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 the Statutory Agent of the Respondent Firm.

20 3. Respondent holds Architect Registration No. 15952.

21 4. Respondent Firm did not become registered with the Board until August 12,
22 2016.

23 5. On July 8, 2016, the Board received a complaint alleging that Respondent,
24 who is the Statutory Agent of Respondent firm, engaged in the practice of architecture
25 through an unregistered firm by advertising the practice of architecture on Craigslist and
26 a business website.

27 6. Respondent Firm engaged in the practice of a Board regulated profession by
28 advertising the practice of architecture on craigslist, and a business website without firm

1 registration with the Board.

2 7. At the time of the complaint, Board staff reviewed Respondent's
3 advertisement on craigslist and its business website, and observed that Respondent firm
4 was advertising architecture services without registration with the Board.

5 CONCLUSIONS OF LAW

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

8 2. The conduct alleged in the Findings of Fact, constitutes grounds for
9 discipline pursuant to A.R.S. § 32-128(C)(4), as it relates to A.A.C. R4-30-301(4) in that
10 Respondent, the Statutory Agent of Respondent Firm advertised the practice of
11 architecture through a firm not registered with the Board as required by Board statute.

12 3. The conduct alleged in the Findings of fact, constitutes grounds for discipline
13 pursuant to A.R.S. 32-121 and A.R.S. 32-141 in that Respondent firm engaged in the
14 practice of a Board regulated profession without firm registration with the Board, by
15 advertising the practice of architecture on Craigslist and business website.

16 ORDER

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

19 1. LETTER OF REPRIMAND. Respondent is hereby issued a Letter of
20 Reprimand.

21 2. ASSURANCE OF DISCONTINUANCE. Respondent Firm shall not engage
22 in the practice, offer to practice or by any implication hold itself out as qualified to
23 practice architecture as defined by A.R.S. § 32-101(B)(8), and shall not display any card,
24 sign or other device that may indicate to the public that it is a registered professional
25 architectural firm or is qualified to practice as such in the State of Arizona until such time
26 as the Respondent's firm has been granted registration by the Board or is in full
27 compliance with the Board's Statues and Rules.

28 3. ADMINISTRATIVE PENALTY. Within Sixty (60) days from the effective

1 date of this Consent Agreement, Respondent shall pay an administrative penalty of Two
2 Hundred and Fifty Dollars (\$250.00) to the Board by cashier's check or money order
3 made payable to the Arizona State Board of Technical Registration, according to the
4 provisions of A.R.S. § 32-106.02(A).

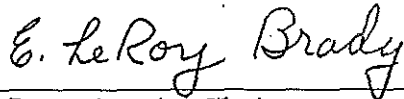
5 4. COST OF INVESTIGATION. Within Ninety (90) days from the effective
6 date of this Consent Agreement, Respondent shall pay the cost of investigation of this
7 case to the Board in the amount of Two Hundred and Ninety-Two Dollars (\$292.00) by
8 certified check or money order made payable to the State of Arizona Board of Technical
9 Registration, according to the provisions of A.R.S. § 32-128(H).

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

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

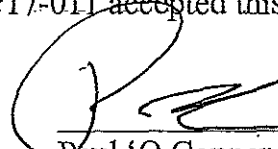
15 7. NONCOMPLIANCE. If Respondent violates this Order in any way or fails
16 to fulfill the requirements of this Order, the Board, after giving notice and the opportunity
17 to be heard, may revoke, suspend or take other disciplinary actions against the
18 registration. The issue at such a hearing will be limited solely to whether this Order has
19 been violated.

20 ACCEPTED and ORDERED this 25th day of OCTOBER, 2016.

21 

22 E. Leroy Brady, Chairman
23 Arizona State Board of
24 Technical Registration

25 Consent Agreement and Order, No. P17-011 accepted this 19 day of
26 October, 2016.

27 
28 Paul O Conner, Personally and on
behalf of POCA Architecture and

Design, LLC, Respondents

1
2
3 ORIGINAL filed this 25 day of

4 OCTOBER, 2016, with:

5 Arizona State Board of Technical Registration
6 1110 W. Washington, Suite 240
7 Phoenix, AZ 85007

8 COPY of the foregoing mailed via Certified Mail

9 No. 7015 1520 0002 0337 1393 and

10 First Class mail this 27 day of OCTOBER, 2016, to:

11 POCA Architecture and Design, LLC
12 5133 N. central AV. Ste 226
13 Phoenix, AZ 85012

14 BY: D. Brown