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

15 In the Matter of:

16 **Case No.: P18-045**

17 **NOAH RUIZ,**
18 Non-Registrant,

19 **CONSENT AGREEMENT**

20 **SKYNETWEST, LLC,**
21 Non-Registrant Firm,

22 Respondents.

23 In the interest of a prompt and judicious resolution of the above-captioned matter
24 before the Arizona State Board of Technical Registration (the "Board") and consistent
25 with the public interest, statutory requirements, and the responsibilities of the Board, and
26 pursuant to Arizona Revised Statutes ("A.R.S.") § 32-101, *et seq.*, and Arizona
27 Administrative Code ("A.A.C.") R4-30-120(G), the Board and the undersigned parties,
28 Noah Ruiz, non-registrant, ("Respondent") and Skynetwest, LLC, non-registrant Firm
("Respondent Firm") (collectively, "Respondents"), enter into the following Recitals,
Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final
disposition of this matter.

29 **RECITALS**

30 1. Respondent has read and understands this Consent Agreement and has had

1 the opportunity to discuss this Consent Agreement with an attorney, or has waived the
2 opportunity to discuss this Consent Agreement with an attorney.

3 2. Respondent understands that he and Respondent Firm have a right to a
4 public administrative hearing concerning this case. He further acknowledges that, at such
5 formal hearing, he could present evidence and cross-examine witnesses. By entering into
6 this Consent Agreement, Respondent knowingly, voluntarily, and irrevocably waives his
7 and Respondent Firm's right to such an administrative hearing, as well as rights of
8 rehearing, review, reconsideration, appeal, judicial review or any other administrative
9 and/or judicial action concerning the matters set forth herein.

10 3. Respondent affirmatively agrees that this Consent Agreement shall be
11 irrevocable.

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

15 5. The Consent Agreement, any record prepared in this matter, all
16 investigative materials prepared or received by the Board and all related exhibits and
17 materials, are records (as defined in A.R.S. § 41-151.18) upon acceptance by the Board
18 of this Consent Agreement and may be retained in the Board's files pertaining to this
19 matter.

20 6. Respondent understands this Consent Agreement deals with Board case
21 number P18-045 involving allegations that Respondent and Respondent Firm engaged in
22 conduct that would subject them to discipline under the Board's statutes and rules. The
23 investigation into these allegations against Respondents shall be concluded upon the
24 Board's adoption of this Consent Agreement.

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

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

5 9. Respondent acknowledges and agrees that, upon signing this Consent
6 Agreement and returning this document to the Board's Executive Director, Respondent
7 may not revoke acceptance of the Consent Agreement or make any modifications to the
8 document regardless of whether the Consent Agreement has been signed on behalf of the
9 Board. Any modification to this original document is ineffective and void unless
10 mutually agreed by the parties in writing.

11 10. This Consent Agreement is subject to the approval of the Board and is
12 effective only when accepted by the Board and signed on behalf of the Board. If the
13 Board does not accept this Consent Agreement, the Board retains its authority to hold a
14 formal administrative hearing pursuant to A.R.S. § 32-128(E). In the event that the
15 Board does not approve this Consent Agreement, it is withdrawn, shall be of no
16 evidentiary value, and shall not be relied upon nor introduced in any action by any party.
17 Respondent agrees that should the Board reject this Consent Agreement and this case
18 proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by
19 its review and discussion of this document or any records relating thereto.

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

23 12. Respondent agrees that any violation of this Consent Agreement may result
24 in disciplinary action, including suspension or revocation of registration under A.R.S. §
25 32-150.

26 13. Respondent agrees that the Board will adopt the following Findings of Fact,
27 Conclusions of Law and Order.
28

1 **FINDINGS OF FACT**

2 1. The Board is the duly constituted authority for the regulation and control of
3 the practice of land surveying in the State of Arizona.

4 2. Respondent is not registered to practice land surveying in the State of
5 Arizona.

6 3. Respondent Firm is not registered with the Board.

7 4. On December 1, 2017, the Board received a complaint alleging that
8 Respondents sent a solicitation to a registrant via email stating “We provide a Higher
9 Resolution, Accurate, Time Efficient, and Cost Effective way of obtaining different types
10 of surveying data. We obtain Topographic Surveys of Large or Inaccessible Terrain”.

11 5. On December 25, 2017, Board staff reviewed the Respondents' website,
12 www. Skynetwest.com, and observed a public advertisement that Respondents performed
13 “Data Retrieval for Land Surveying & Infrastructure Inspection”

14 6. On January 30, 2018, the Board received Respondent's written response to
15 the allegations. In his response, Respondent stated that his website was modified to bring
16 it in compliance with the Board’s statutes, and removed any reference that Respondent
17 performs any land surveying activities.

18 **CONCLUSIONS OF LAW**

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

21 2. The conduct alleged in the Findings of Fact constitutes grounds for
22 discipline pursuant to A.R.S. § 32-145(2), in that Respondent advertised or displayed a
23 device to indicate qualification to practice a Board-regulated profession without Board
24 registration.

25 3. The conduct alleged in the Findings of Fact, constitutes grounds for
26 discipline pursuant to A.R.S. § 32-141, as Respondent Firm may have practiced or
27 offered to practice a Board-regulated profession without Board registration.

28

1 **ORDER**

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

4 1. **ASSURANCE OF DISCONTINUANCE.** Respondents shall not practice,
5 offer to practice, or by any implication hold themselves out as qualified to practice land
6 surveying as defined by A.R.S. § 32-101(B)(20), and shall not display any card, sign or
7 other device that may indicate to the public that Respondent Firm is a registered land-
8 surveying firm or that Respondent is registered as a land surveyor, or that either
9 Respondent or Respondent Firm is qualified to practice land surveying in Arizona, until
10 such time as the Respondents are registered by the Board and are in full compliance with
11 the Board's Statutes and Rules. Under this Agreement, Respondents will be considered
12 to have complied with this condition if the following disclaimer is placed on
13 Respondents' website and all advertising and promotional publications: "Skynetwest,
14 LLC, and its owner, Noah Ruiz, are not registered to practice, and do not practice, land
15 surveying."

16 2. **ADMINISTRATIVE PENALTY.** Within ninety (90) days from the
17 effective date of this Consent Agreement, Respondent shall pay an administrative penalty
18 of Two Hundred Dollars (\$200.00) by certified check or money order made payable to
19 the State of Arizona Board of Technical Registration.

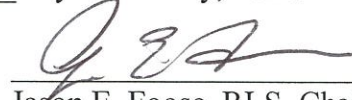
20 3. **COST OF INVESTIGATION.** Within thirty (30) days from the effective
21 date of this Consent Agreement, Respondent shall also pay the cost of investigation of
22 this case to the Board in the total amount of One Hundred Four Dollars (\$104.00) by
23 certified check or money order, made payable to the State of Arizona Board of Technical
24 Registration, according to the provisions of A.R.S. § 32-128(H).

25 4. **EFFECTIVE DATE.** The effective date of this Consent Agreement is the
26 date it was last executed by the Respondent or the Board.

27 5. **COSTS OF COMPLIANCE.** Respondent shall pay all costs associated
28 with complying with this Consent Agreement.

1 6. NONCOMPLIANCE. If Respondent violates this Order in any way or fails
2 to fulfill the requirements of this Order, the Board may seek a petition for injunction in
3 accordance with the provisions set forth in A.R.S. § 32-106.01.

4 ACCEPTED and ORDERED this 28th day of January, 2020.

5 
6 Jason E. Foose, RLS, Chairman
7 Arizona State Board of
8 Technical Registration

9 CONSENT AGREEMENT and Order, Number P18-045 accepted this 17th day of
10 January, 2020.

11
12
13 By: Noah Ruiz
14 Noah Ruiz, personally and on behalf of
15 Skynetwest, LLC, Respondents

16 ORIGINAL filed this 30th day of January, 2020, with:

17 Arizona State Board of Technical Registration
18 1110 W. Washington, Suite 240
19 Phoenix, AZ 85007

20 COPY of the foregoing mailed/e-mailed this 30th day of January, 2020 to:

Cert. Mail: 9214 8901 9434 4600 0661 65

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23 249 E. Chicago Street, Suite 126
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26 Respondents

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By: 