

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

<p><b>In the Matter of:</b></p> <p><b>Kristin Haley Balzano Architect Registration No. 42128</b></p> <p><b>Bar Napkin Productions, LLC Firm Registration No. 16629 Respondent</b></p>	<p><b>Case No. P20-006</b></p> <p><b>CONSENT AGREEMENT and ORDER OF DISCIPLINE</b></p>
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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, Kristin Haley Balzano (“Respondent”), holder of Registration No. 42128, Bar Napkin Productions, LLC (“Respondent Firm”), holder of Registration Firm No. 16629 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.

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

2           4.       Respondent understands that this Consent Agreement or any part of the agreement  
3 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 public  
6 records (as defined in A.R.S. § 41-158.18) upon acceptance by the Board of this Consent  
7 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 number  
9 P20-006 involving allegations that Respondent engaged in conduct that would subject him to  
10 discipline under the Board's statutes and rules. The investigation into these allegations against  
11 Respondent shall be concluded upon the Board's adoption of 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, and does  
14 not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction  
15 regarding any other pending or future investigation, action or proceeding.

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

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

24          10.       This Consent Agreement is subject to the approval of the Board and is effective  
25 only when accepted by the Board and signed on behalf of the Board. If the Board does not accept  
26 this Consent Agreement, the Board retains its authority to hold a formal administrative hearing  
27 pursuant to A.R.S. § 32-128(E). In the event that the Board does not approve this Consent  
28 Agreement, it is withdrawn and shall be of no evidentiary value and shall not be relied upon nor

1 introduced in any action by any party, except that the parties agree that should the Board reject  
2 this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that  
3 the Board was prejudiced by its review and discussion of this document or any records relating  
4 thereto.

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

8 12. Respondent understands that any violation of this Consent Agreement may result in  
9 disciplinary action, including suspension or revocation of the registration under A.R.S. § 32-150.

10 13. Respondent agrees that the Board will adopt the following Findings of Fact,  
11 Conclusions of Law and Order.

12 **FINDINGS OF FACT**

13 1. The Board is the duly constituted authority for the regulation and control of the  
14 practice of Architecture in the State of Arizona.

15 2. Respondent is the holder of Arizona Architect Registration No. 42182.

16 3. Respondent Firm is the holder of Arizona Firm Registration No.16229.

17 4. Respondent and Respondent Firm was hired by SSP America for the Sky Harbor  
18 Airport Terminal 3 projects for Christopher's Restaurant, Food Hall Restaurant and Tavern  
19 Restaurant. SSP America began making payments to Respondent and Respondent Firm for the 3  
20 projects on or about February 19, 2018.

21 5. On or about February 27, 2018, Respondents and Dean Purdy entered into an  
22 agreement for Mr. Purdy to provide structural engineering services on the Sky Harbor Airport  
23 Terminal 3 projects for Christopher's Restaurant, Food Hall Restaurant and Tavern Restaurant.

24 6. Between February 2018 through March 2019, Respondent and Respondent Firm  
25 were paid by SSP America for the Sky Harbor Airport Terminal 3 projects for Christopher's  
26 Restaurant, Food Hall Restaurant and Tavern Restaurant.

27 7. On July 21, 2019, the Board received a complaint alleging that Respondent and  
28 Respondent Firm failed to make full payments to collaborating Professional Engineer, Dean

1 Purdy, P.E. (Structural) #17060, for professional structural engineering service provided on the  
2 Sky Harbor Airport Terminal 3 projects for Christopher's Restaurant, Food Hall Restaurant and  
3 Tavern Restaurant.

4 8. Respondent acknowledged that Mr. Purdy was not fully paid as Mr. Purdy did not  
5 complete the services for the Sky Harbor Airport Terminal 3 projects. Mr. Purdy specified that he  
6 did complete the services for the Sky Harbor Airport Terminal 3 projects, including the additional  
7 services added throughout the course of the projects.

8 9. On July 14, 2020, the Board's Enforcement Advisory Committee ("EAC")  
9 convened to review the complaint against Respondent. After reviewing the evidence and  
10 interviewing Respondent and Mr. Purdy, the Committee determined that Respondents failed to  
11 make full payments to collaborating Professional, Mr. Purdy, for professional structural  
12 engineering service provided on the Sky Harbor Airport Terminal 3 projects for Christopher's  
13 Restaurant, Food Hall Restaurant and Tavern Restaurant. The Committee agreed that Mr. Purdy  
14 needed to be paid and that any issues of non-payment should have been identified and resolved.

15 10. As of July 24, 2020, Mr. Purdy confirmed that Respondent and Respondent Firm  
16 have not paid Mr. Purdy the outstanding balance of \$7,094.78.

17 **CONCLUSIONS OF LAW**

18 1. The Board has jurisdiction in this matter pursuant to A.R.S. § 32-101, et seq.

19 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline  
20 pursuant to A.R.S. § 32-128(C)(5), in that Respondents failed to pay a collaborating registered  
21 professional within seven days after the Respondents received payment from a client.

22 **ORDER**

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

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

26 2. STAYED SUSPENSION AND PROBATION. Respondent's Registration as a  
27 Registered Architect, No.42128, shall be suspended for six (6) months; however, the suspension  
28 is stayed for as long as Respondent remains in compliance with this Order. During the stay of

1 suspension, Respondent's registration as a Registered Architect is placed on probation for six (6)  
2 months. If Respondent is non-compliant with any terms of this Order during the six (6) months  
3 stayed suspension and probation period, the stay of the suspension shall be lifted and  
4 Respondent's registration as a Registered Architect shall be automatically suspended without a  
5 formal hearing, and remain suspended until Respondent is compliant with all terms of this Order.

6 3. PAYMENTS TO COLLABORATING PROFESSIONAL. Within sixty (60) days  
7 from the effective date of this Consent Agreement, Respondent shall pay Dean Purdy and TLCP,  
8 for their engineering services in the amount of Seven Thousand Ninety Four Dollars and Seventy  
9 Eight Cents (\$7,094.78) by certified check. Within five (5) days of the payment to Dean Purdy  
10 and TLCP, Respondent shall provide the Board with written proof that full payment has been  
11 made.

12 4. ADMINISTRATIVE PENALTY. Within six (6) months from the effective  
13 date of this Consent Agreement, Respondent shall pay an administrative penalty of One  
14 Thousand Dollars (\$1000.00) by certified check or money order made payable to the State of  
15 Arizona Board of Technical Registration.

16 5. COST OF INVESTIGATION. Within Sixty (60) days from the effective date of  
17 this Consent Agreement, Respondent shall pay the cost of investigation of this case to the Board  
18 in the amount of Five Hundred Fifty-Five Dollars (\$555.00) by certified check or money order  
19 made payable to the State of Arizona Board of Technical Registration, according to the  
20 provisions of A.R.S. § 32-128(H).

21 6. OBEY ALL LAWS. Respondent shall obey all federal, state and local laws, as  
22 well as, all rules governing the practice of Architecture in the State of Arizona. The Board shall  
23 consider any violation of this paragraph to be a separate violation of the rules and statutes  
24 governing the Arizona Board of Technical Registration. The Board may also consider  
25 Respondent's non-compliance with this Order as a separate violation of A.R.S. § 32-150.

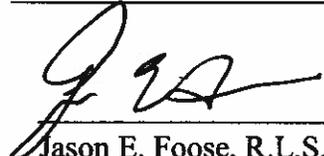
26 7. RENEWAL OF REGISTRATION. Respondent and Respondent Firm shall timely  
27 renew their Arizona registration as an Architect and Architecture Firm, and timely pay all  
28 required registration fees.

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

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

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

10  
11 ACCEPTED and ORDERED this 20<sup>TH</sup> day of AUGUST, 2020.

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15 Jason E. Foose, R.L.S., Chairman  
16 Arizona State Board of  
17 Technical Registration

18  
19 Consent Agreement and Order, No. P20-006 accepted this 06 day of August, 2020.

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22 \_\_\_\_\_  
23 Kristin Haley Balzano on behalf of herself  
24 and on behalf of Bar Napkin Productions,  
25 LLC, Respondents  
26  
27  
28

1 ORIGINAL filed this 24 day of

2 August, 2020, with:

3  
4 Arizona State Board of Technical Registration  
5 1110 W. Washington, Suite 240  
6 Phoenix, AZ 85007

7 **COPY** of the foregoing mailed via Certified Mail

8 No. 92148901 9434 4600 0000 072753 and

9 First Class mail this 27 day of August, 2020, to:

10 Kirstin Haley Balzano  
11 Bar Napkin Productions, LLC  
12 5104 n 32nd St #351  
13 Phoenix, AZ 85018

14 By: 