

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

<p>In the Matter of:</p> <p>Charlie Ray Non-Registrant</p> <p>The Green Room Collaborative, LLC Non-Registered Firm</p> <p style="text-align: center;">Respondents</p>	<p style="text-align: center;">Case No. P20-051</p> <p style="text-align: center;">CONSENT AGREEMENT and ORDER OF DISCIPLINE</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, Charlie Ray, Non-Registrant, (“Respondent”) and The Green Room Collaborative, LLC, Non-Registrant Firm (“Respondent Firm”) 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 P20-051, 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 Landscape Architect and Landscape Architecture Firm in the State of Arizona.

15 2. Respondent is not registered with the Board as a Landscape Architect

16 3. Respondent Firm (The Green Room Collaborative, LLC) is not registered with the
17 Board as a Landscape Architecture Firm.

18 4. On June 11, 2020, the Board received a complaint alleging that Respondent and
19 Respondent Firm engaged in the practice of landscape architecture without registration with the
20 Board and advertised the practice of landscape architecture on the website,
21 greenroomcollaborative.com.

22 5. On June 15, 2020, Board records show no indication that either Respondent or
23 Respondent Firm has ever been registered by the Board.

24 6. On June 15, 2020, Board staff observed Respondent and Respondent Firm's website
25 advertising the practice of landscape architecture (Page: COLLABORATION) "*The Green Room*
26 *Collaborative is committed to collaboration in the creative process with the goals of exploring*
27 *landscape architecture in holistic, integrated and contextual ways to create spaces that inspire a*
28 *deep connection to nature.*"

1 7. On June 15, 2020, Board staff observed Respondent and Respondent Firm's website
2 advertising the practice of landscape architecture (Page: STUDIO) "*The Green Room*
3 *Collaborative (TGRC) is an international, Scottsdale-based multi-disciplinary landscape*
4 *architecture practice specializing in highly textural designs aimed at engaging people with the*
5 *surrounding environment.*"

6 8. On June 15, 2020, Board staff observed Respondent and Respondent Firm's website
7 advertising the practice of landscape architecture (Page: ABOUT) "*The Green Room team*
8 *consists of highly trained and skilled designers and landscape architects, tradespeople and*
9 *project managers that carry each project from conceptual design through the installation process*
10 *and landscape completion. We're dedicated to building meaningful, beneficial relationships with*
11 *our clients and their garden spaces.*"

12 9. On June 15, 2020, Board staff observed Respondent and Respondent Firm's website
13 advertising the practice of landscape architecture (Page: HOME PAGE) "*The Green Room Inc.*
14 *Landscape Design is a Scottsdale based landscape architecture and design practice established*
15 *in 2005 by its principal designer, Charlie Ray, ASLA. The Green Room designers create*
16 *landscapes that are always evolving; ones that become more interesting and complex over time*
17 *for clients in Scottsdale, Paradise Valley and the greater metropolitan Phoenix area and*
18 *beyond.*"

19 10. On June 15, 2020, Board staff confirmed through Arizona Corporation Commission,
20 as of June 12, 2019, Charles Ray (Respondent), is principal of The Green Room Collaborative,
21 LLC, Entity No.1997502 (Respondent Firm).

22 11. On July 8, 2020, Board staff received Respondent's response to the Board's Notice
23 of Investigation. In his response, the Respondent confirms Respondent and Respondent Firm do
24 not have Board registration.

25 CONCLUSIONS OF LAW

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

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3 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline
4 pursuant to A.R.S. 32-106.02(A) and A.R.S. 32-145(2), in that Respondent advertised or
5 displayed on the website greenroomcollaborative.com, information that may indicate to the
6 public that he is certified, registered or qualified to practice a Board regulated profession without
7 Board registration.

8 3. The conduct alleged in the Findings of Fact constitutes grounds for discipline
9 pursuant to A.R.S. 32-121 and A.R.S. 32-141, in that Respondent and Respondent Firm offered
10 to practice a Board regulated profession on greenroomcollaborative.com, without firm
11 registration.

12 **ORDER**

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

15 1. CIVIL PENALTY. Within Sixty (60) days from the effective date of this
16 Consent Agreement, Respondent shall pay a civil penalty of Two Thousand Dollars (\$2,000.00)
17 to be submitted to the Board by cashier's check or money order made payable to the Arizona
18 State Board of Technical Registration, according to the provisions of A.R.S. § 32-106.02(A).

19 2. COST OF INVESTIGATION. Within thirty (30) days from the effective date of
20 this Consent Agreement, Respondent shall pay the cost of investigation of this case to the Board
21 in the amount of Two Hundred Fifty-Three Dollars (\$253.00) by certified check or money order
22 made payable to the State of Arizona Board of Technical Registration, according to the
23 provisions of A.R.S. § 32-128(H).

24 3. OBEY ALL LAWS. Respondent shall obey all federal, state and local laws,
25 related to the practice of Landscape Architecture in the State of Arizona. The Board shall
26 consider any violation of this paragraph to be a separate violation of the statutes governing the
27 Arizona Board of Technical Registration.

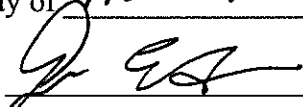
28 4. EFFECTIVE DATE. The effective date of this Consent Agreement is the date the

1 Respondent and Board sign the Consent Agreement. If the dates are different, the effective date is
2 the later of the two dates.

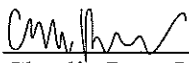
3 5. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with
4 complying with this Consent Agreement.

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

8
9 ACCEPTED and ORDERED this 20th day of AUGUST, 2020.

10 
11 _____
12 Mason E. Foose, R.L.S., Chairman
13 Arizona State Board of
14 Technical Registration

15 Consent Agreement and Order, No. P20-051, accepted this 13th day of July, 2020.

16 
17 _____
18 Charlie Ray, Personally and on behalf of The
19 Green Room Collaborative, LLC, Respondents

20 ORIGINAL filed this _____ day of
21 _____, 2020, with:

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

25 COPY of the foregoing mailed via Certified Mail
26 No. _____ and
27 First Class mail this _____ day of _____, 2020, to:

28 Charlie Ray
The Green Room Collaborative, LLC
3719 N 75th St #105
Scottsdale, AZ 85251

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By: _____