

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

3  
4 In the Matter of:

Docket No. P17-087/ P18-031

5 **THOMAS ROMEO,**  
6 Non-Registrant;

**CONSENT AGREEMENT/  
ORDER**

7 and

8 **LANDMARK ENVIRONMENTAL, LLC,**  
9 Non-Registrant Firm,

Respondents.

10 In the interest of a prompt and judicious resolution of the above-captioned matter before  
11 the Arizona State Board of Technical Registration ("Board") and consistent with the public  
12 interest, statutory requirements, and the responsibilities of the Board, and pursuant to A.R.S. §  
13 32-101 *et seq.*, and A.A.C. R4-30-120(G), the undersigned non-registrant parties, Thomas  
14 Romeo ("Respondent") and Landmark Environmental, LLC ("Respondent Firm"), and the Board  
15 enter into the following Consent Agreement/ Order (Agreement") as a final disposition of this  
16 matter.

17 **RECITALS**

18 1. Respondent and Respondent Firm have read and understand this Agreement and have had  
19 the opportunity to discuss this Agreement with an attorney, or have waived the opportunity to  
20 discuss this Agreement with an attorney.

21 2. Respondent and Respondent Firm understand that they have the right to a public  
22 administrative hearing concerning this case, and that at such formal hearing they could present  
23 evidence and cross-examine witnesses. By entering into this Agreement, Respondent and  
24 Respondent Firm voluntarily, knowingly, and irrevocably waive the right to such an  
25 administrative hearing, as well as rights to rehearing, review, reconsideration, appeal, judicial  
26 review, or judicial action concerning this case.

3. Respondent and Respondent Firm affirmatively agree that this Agreement shall be

1 irrevocable.

2 4. Respondent and Respondent Firm acknowledge and agree that, upon signing this  
3 Agreement and returning an original or copy of this document to the Board's Executive Director  
4 or Counsel, they may not revoke acceptance of the Agreement or make any modifications to the  
5 document regardless of whether the Agreement has been signed on behalf of the Board. Any  
6 modification to this original document is ineffective and void unless mutually agreed by the  
7 parties in writing.

8 5. Respondent and Respondent Firm understand that any part of this Agreement may be  
9 considered in any future disciplinary action by the Board against Respondent or Respondent  
10 Firm.

11 6. The Agreement, any record prepared in this matter, all investigative materials prepared or  
12 received by the Board and all related exhibits and materials, are public records (as defined in  
13 A.R.S. § 41-151.18) upon acceptance by the Board of this Agreement and may be retained in the  
14 Board's files pertaining to this matter.

15 7. Respondent and Respondent Firm understand this Agreement deals with Board case  
16 numbers P17-087 and P18-031 involving allegations that Respondent and Respondent Firm  
17 engaged in conduct that would subject them to discipline under the Board's statutes and rules.  
18 The investigation into these allegations against them shall be concluded upon the Board's  
19 adoption of this Agreement.

20 8. Respondent and Respondent Firm understand that this Agreement does not constitute a  
21 dismissal or resolution of any other matters currently pending before the Board, if any, and does  
22 not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction  
23 regarding any other pending or future investigation, action or proceeding.

24 9. Respondent and Respondent Firm also understand that acceptance of this Agreement  
25 does not preclude any other agency, subdivision, or officer of this State from instituting any  
26 other civil or criminal proceedings with respect to the conduct that is the subject of this  
27 Agreement.

28 10. This Agreement is subject to the approval of the Board and is effective only when  
29 accepted by the Board and signed on behalf of the Board. In the event that the Board does not

1 approve this Agreement, it is withdrawn and shall be of no evidentiary value and shall not be  
2 relied upon nor introduced in any action by any party.

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

5 12. Respondent and Respondent Firm agree that the Board will adopt the following Findings  
6 of Fact, Conclusions of Law and Order.

### 7 **FINDINGS OF FACT**

8 1. The Board is the duly constituted authority for the regulation and control of the practice  
9 of Engineering in the State of Arizona.

10 2. Respondent is not registered with the Board for any profession, nor was he registered  
11 with the Board at any time relevant to the allegations of this Complaint.

12 3. Respondent Firm is not registered with the Board, nor was it registered with the Board at  
13 any time relevant to the allegations of this Complaint.

14 4. Respondent Firm is a limited liability company, organized by Respondent on or about  
15 November 19, 2009 with the Arizona Corporations Commission.

16 5. At all times relevant to the allegations of this Complaint, Respondent was sole Manager  
17 and Statutory Agent of Respondent Firm.

18 6. On or about January 6, 2011, Respondent Firm submitted a Phase I Environmental Site  
19 Assessment for 1700 Curry Mini Storage for Business Property Trust, LLC ("Assessment").  
20 This Assessment was signed and stamped with an Arizona Registered Professional Engineer  
(Civil) stamp, Certificate Number 25153, with the name of "Tom Romeo". Additionally, the  
21 Assessment was signed by Respondent as Environmental Consultant.

22 7. The Statement of Qualifications submitted for the Assessment is signed and stamped with  
23 an Arizona Registered Professional Engineer (Civil) stamp, Certificate Number 25153, with the  
24 name of "Tom Romeo".

25 8. On or about February 10, 2012, Respondent Firm submitted a Phase II Survey and  
26 Remediation Report for ADHS Method 8260B AZ Analysis for BTEX, Lab # L558895  
("Report"). This Report was signed and stamped with an Arizona Registered Professional  
Engineer (Civil) stamp, Certificate Number 25153, with the name of "Tom Romeo".

1 Additionally, the Report was signed by Respondent as Environmental Consultant.

2 9. The Statement of Qualifications submitted for the Report is signed and stamped with an  
3 Arizona Registered Professional Engineer (Civil) stamp, Certificate Number 25153, with the  
4 name of "Tom Romeo".

5 10. On or about March 23, 2017, the Board received a complaint alleging Respondent  
6 produced engineering documents utilizing a fraudulent stamp and registration number. The  
7 Board performed an investigation and determined that registration number 25153, the  
8 registration number of the stamp used by Respondent and Respondent Firm in the Assessment,  
9 Report, and associated Statements of Qualification, is a cancelled registration belonging to a  
10 former registrant.

11 11. In the course of the investigation, a subsequent complaint was received by the Board  
12 alleging Respondent and Respondent Firm presented a geotechnical investigation report as their  
13 own work through alteration of the seal date and substitution of the name of Respondent Firm for  
14 the name of the firm that actually prepared the report.

15 **CONCLUSIONS OF LAW**

16 1. The Board has jurisdiction over the subject matter and over Respondent and Respondent  
17 Firm pursuant to A.R.S. § 32-101, *et seq.*

18 2. The conduct alleged above constitutes grounds for a civil penalty pursuant to A.R.S. §  
19 32-106.02(A) for use of the stamp by Respondent on the Assessment.

20 3. The conduct alleged above constitutes a violation of A.R.S. § 32-121 by Respondent for  
21 use of the stamp on the Assessment.

22 4. The conduct alleged above constitutes a violation of A.R.S. § 32-121 by Respondent for  
23 use of the stamp on the Report.

24 5. The conduct alleged above constitutes a violation of A.R.S. § 32-121 by Respondent for  
25 use of the stamp on the Statement of Qualifications for the Assessment.

26

1 6. The conduct alleged above constitutes a violation of A.R.S. § 32-121 by Respondent for  
2 use of the stamp on the Statement of Qualifications for the Report.

3 7. The conduct alleged above constitutes a violation of A.R.S. § 32-121 by Respondent for  
4 holding out as having prepared the geotechnical investigation report.

5 8. The conduct alleged above constitutes a violation of A.R.S. § 32-121 by Respondent  
6 Firm for use of the stamp on the Assessment.

7 9. The conduct alleged above constitutes a violation of A.R.S. § 32-141 by Respondent  
8 Firm for use of the stamp on the Assessment.

9 10. The conduct alleged above constitutes a violation of A.R.S. § 32-121 by Respondent  
10 Firm for use of the stamp on the Report.

11 11. The conduct alleged above constitutes a violation of A.R.S. § 32-141 by Respondent  
12 Firm for use of the stamp on the Report.

13 12. The conduct alleged above constitutes a violation of A.R.S. § 32-121 by Respondent  
14 Firm for use of the stamp on the geotechnical investigation report.

15 13. The conduct alleged above constitutes a violation of A.R.S. § 32-141 by Respondent  
16 Firm for use of the stamp on the geotechnical investigation report.

17

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**ORDER**

19 Based upon the adopted modified Findings of Fact and adopted Conclusions of Law, the  
20 Board issues the following Order:

21 1. **CIVIL PENALTY:** Respondent and Respondent Firm shall be jointly and severally  
22 liable for a civil penalty in the total amount of \$10,000.00 (ten thousand dollars), which must be  
23 paid to the Board in full within 24 months of the effective date of this agreement.

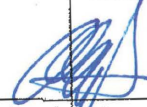
24 2. **COSTS AND FEES:** Respondent and Respondent Firm shall be jointly and severally  
25 liable for reimbursing to the Board attorney's fees and investigative costs in the amount of

26


1 \$978.96 (nine hundred, seventy eight dollars and ninety six cents), which must be paid to the  
2 Board in full within 24 months of the date of this agreement.

3 3. **EFFECTIVE DATE:** This Order is effective on the date the Agreement is signed by the  
4 parties. If the Agreement is signed by different parties on different dates, the later date is the  
5 effective date.

6  
7 ACCEPTED and ORDERED this 1st day of Sept, 2018.

8   
9 \_\_\_\_\_  
10 Dr. Alejandro Angel  
11 CE, PhD, PE, PTOE  
12 Chairman  
13 Arizona State Board of  
14 Technical Registration

15  
16 ACCEPTED this 20 day of AUGUST, 2018.

17   
18 \_\_\_\_\_  
19 Thomas Romeo  
20 both on behalf of himself individually  
21 and as sole manager/ representative/  
22 authorized signer on behalf of  
23 Landmark Environmental, LLC  
24  
25  
26

1 **ORIGINAL** of the foregoing filed  
2 this \_\_\_\_ day of \_\_\_\_\_, 2018, with:

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

7 **COPY** of the foregoing mailed by  
8 Both Certified and First Class Mail  
9 this same date to:

10 Thomas Romeo  
11 PO Box 444  
12 Scottsdale, AZ 85252

13 Thomas Romeo  
14 Landmark Environmental  
15 PO Box 444  
16 Scottsdale, AZ 85252

17 Thomas Romeo  
18 7320 E. Shoeman Lane  
19 Suite 201  
20 Scottsdale, AZ 85251

21 Thomas Romeo  
22 Landmark Environmental  
23 7320 E. Shoeman Lane  
24 Suite 201  
25 Scottsdale, AZ 85251

26 **COPY** of the foregoing  
emailed this same date to:

Landmarkepa@gmail.com