

BEFORE THE ARIZONA STATE  
BOARD OF TECHNICAL REGISTRATION



<p><b>In the Matter of:</b></p> <p><b>Robert Phillips</b> <b>Land Surveyor</b> <b>Registration No. 45495</b></p> <p><b>Survey Solutions, LLC</b> <b>Firm Registration No. 16513</b> <b>(expired) &amp; 22443</b></p> <p><b>Respondents</b></p>	<p><b>Case No. P20-037</b></p> <p><b>CONSENT AGREEMENT</b> <b>and</b> <b>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, Robert Phillips (“Respondent”), holder of Registration No. 45495 and Survey Solutions, LLC (“Respondent Firm”), holder of Registration No. 22443, 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 P20-037 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 Land Surveying in the State of Arizona.

15 2. Respondent is the holder of Arizona Land Surveyor, Registration No. 45495.

16 3. Respondent is the Principle Registrant of Survey Solutions, LLC, previous  
17 Registration No. 16513, current Registration No. 22443.

18 4. Respondent was contacted by the Alleger in January of 2019 to complete a land  
19 survey for parcels 401-01-001 and 401-01-002 in Buckeye, Arizona. The Alleger contacted  
20 Respondent using a business card received from Respondent in 2018, with firm name "Survey  
21 Solutions, LLC" printed at the top. The Alleger and Respondent entered into an agreement in  
22 early 2019 to complete the land survey for a total of \$1,400.00 and Respondent was paid in full  
23 for services at the time the agreement was made. Records received from Respondent evidenced  
24 that the land survey was sealed on February 25, 2020 and a search of the Maricopa County  
25 Recorder's Office evidenced the land survey was recorded on February 26, 2020. The Alleger  
26 reported that he received the completed survey on February 26, 2020 and the Respondent  
27 refunded him \$500 due to the delay in completing the survey.

28 5. The Respondent Firm's Registration No. 16513 expired July 31, 2011. Respondent

1 completed a new application for Respondent Firm and received current Registration No. 22443  
2 on February 28, 2020.

3 6. Between July 31, 2011 and February 28, 2020 Respondent and Respondent Firm  
4 practiced or offered to practice Land Surveying without Firm 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 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline  
8 pursuant to A.R.S. § 32-141, in that Respondent Firm practiced a Board regulated profession  
9 without firm registration.

10 3. The conduct alleged in the Findings of Fact constitutes grounds for discipline  
11 pursuant to A.R.S. 32-128(C)(4) as it relates to A.A.C. R4-30-301(4), in that Respondent, Firm  
12 principle having responsible charge of the services provided by Respondent Firm, engaged in the  
13 practice of land surveying through an unregistered Firm.

14 **ORDER**

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

17 1. **ADMINISTRATIVE PENALTY.** Within ninety (90) days from the effective  
18 date of this Consent Agreement, Respondent shall pay an administrative penalty of Seven  
19 Hundred Fifty Dollars (\$750.00) by certified check or money order made payable to the State of  
20 Arizona Board of Technical Registration.

21 2. **COST OF INVESTIGATION.** Within thirty (30) days from the effective date of  
22 this Consent Agreement, Respondent shall pay the cost of investigation of this case to the Board  
23 in the amount of One Hundred Twenty-Nine Dollars (\$129.00) by certified check or money order  
24 made payable to the State of Arizona Board of Technical Registration, according to the  
25 provisions of A.R.S. § 32-128(H).

26 3. **OBEY ALL LAWS.** Respondent shall obey all federal, state and local laws, as  
27 well as, all rules governing the practice of Land Surveying in the State of Arizona. The Board  
28 shall consider any violation of this paragraph to be a separate violation of the rules and statutes

1 governing the Arizona Board of Technical Registration. The Board may also consider  
2 Respondent's non-compliance with this Order as a separate violation of A.R.S. § 32-150.

3 4. RENEWAL OF REGISTRATION. Respondent and Respondent Firm shall timely  
4 renew their Arizona registration as a Land Surveyor and Land Surveyor Firm, and timely pay all  
5 required registration fees.

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

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

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

15  
16 ACCEPTED and ORDERED this 28<sup>th</sup> day of APRIL, 2020.

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20 Jason E. Foose, R.L.S., Chairman  
21 Arizona State Board of  
22 Technical Registration

23 Consent Agreement and Order, No. P20-037 accepted this 20<sup>th</sup> day of MARCH, 2020.

24  
25 

26 Robert Phillips, on behalf of himself and on  
27 behalf of Survey Solutions, LLC,  
28 Respondents

1 ORIGINAL filed this 28 day of

2 APRIL, 2020, with:

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

6 COPY of the foregoing mailed via Certified Mail

7 No. 9723 9214 8901 9424 4600 06913 and

8 First Class mail this 28 day of APRIL, 2020, to:

9 Robert Phillips  
10 Survey Solutions, LLC  
11 4173 E. Meadow Creekway  
12 San Tan Valley, AZ 85140

13  
14 By:  \_\_\_\_\_