BEFORE THE ARIZONA STATE BOARD OF TECHNICAL REGISTRATION

	In the Matter of:
	Jason Otero Architect
	Current Registration No. 75953
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	LOMA Architecture, LLC Current Firm Registration No. 24095

Respondents

CONSENT AGREEMENT and ORDER OF DISCIPLINE

Case No.: P22-080

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, Jason Otero ("Respondent"), holder of Registration No. 75953, and LOMA Architecture LLC ("Respondent Firm"), holder of Firm Registration No. 24095, 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.
 - 3. Respondent affirmatively agrees that this Consent Agreement shall be

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irrevocable.

- 4. Respondent understands that this Consent Agreement or any part of the agreement may be considered in any future disciplinary action by the Board against him.
- 5. The Consent Agreement, any record prepared in this matter, all investigative materials prepared or received by the Board and all related exhibits and materials, are public records upon acceptance by the Board of this Consent Agreement and may be retained in the Board's files pertaining to this matter.
- 6. Respondent understands this Consent Agreement deals with Board case number P22-080 involving allegations that Respondent engaged in conduct that would subject him to discipline under the Board's statutes and rules. The investigation into these allegations against Respondent shall be concluded upon the Board's adoption of this Consent Agreement.
- 7. Respondent understands that this Consent Agreement does not constitute a dismissal or resolution of any other matters currently pending before the Board, if any, and does not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction regarding any other pending or future investigation, action or proceeding.
- Respondent also understands that acceptance of this Consent Agreement does not preclude any other agency, subdivision, or officer of this State from instituting any other civil or criminal proceedings with respect to the conduct that is the subject of this Consent Agreement.
- 9. Respondent acknowledges and agrees that, upon signing this Consent Agreement and returning this document to the Board's Executive Director, he may not revoke his acceptance of the Consent Agreement or make any modifications to the document regardless of whether the Consent Agreement has been signed on behalf of the Board. Any modification to this original document is ineffective and void unless mutually agreed by the parties in writing.
- 10. This Consent Agreement is subject to the approval of the Board and is effective only when accepted by the Board and signed on behalf of the Board. If the

Board does not accept this Consent Agreement, the Board retains its authority to hold a formal administrative hearing pursuant to A.R.S. § 32-128(E). In the event that the Board does not approve this Consent Agreement, it is withdrawn and shall be of no evidentiary value and shall not be relied upon nor introduced in any action by any party, except that the parties agree that should the Board reject this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced by its review and discussion of this document or any records relating thereto.

- 11. If a court of competent jurisdiction rules that any part of this Consent Agreement is void or otherwise unenforceable, the remainder of the Consent Agreement shall remain in full force and effect.
- 12. Respondent understands that any violation of this Consent Agreement may result in disciplinary action, including suspension or revocation of the registration under A.R.S. § 32-150.
- 13. Respondent agrees that the Board will adopt the following Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

- 1. The Board is the duly constituted authority for the regulation and control of the practice of Architecture in the State of Arizona.
- 2. As of April 29, 2022, Respondent is the holder of Arizona Architect Registration No. 75953. Board records show no indication that Respondent had ever been registered with the Board prior to April 29, 2022.
- 3. As of June 27, 2022, Respondent Firm is the holder of Arizona Architecture Firm Registration No. 24095. Board records show no indication that Respondent Firm had ever been registered with the Board prior to June 27, 2022.
- 4. Respondent is the principal of Respondent Firm, as verified by both Board records and the Arizona Corporation Commission records.
- 5. On or about June 13, 2022, the Board received a complaint alleging that Respondent entered into a contract with Berkshire Hathaway Automotive to provide

architectural services for a project in Arizona without Board Registration.

- 6. On or about June 23, 2022, Board staff received a written statement from Respondent in response to notice of investigation. In his written statement, Respondent acknowledged that he entered into a contract with Berkshire Hathaway Automotive to provide architectural services for a commercial project in Arizona prior to receiving registration with the Board as a Registered Architect. Respondent described the issue as an "oversight" on his part. Respondent indicated that, although he agreed to provide architectural services prior to receiving registration, he did not actively provide said services until after being granted registration as a Registered Architect by the Board.
- 7. In later correspondence with Board staff, Respondent also acknowledged that Respondent Firm was not registered with the Board when he, on behalf of Respondent Firm, entered into the contract with Berkshire Hathaway Automotive for architectural services.
- 8. On or about June 23, 2022, Board staff received, from Respondent, a copy of the written contract between Respondent, on behalf of Respondent Firm, and Berkshire Hathaway Automotive. The contract indicted that Respondent and Respondent Firm agreed to provide architectural services for Berkshire Hathaway's commercial project in Mesa, Arizona. The contract was dated March 16, 2022; 44 days prior to Respondent receiving registration with the Board as a Registered Architect, and 103 days prior to Respondent Firm receiving firm registration with the Board.
- 9. Respondent and Respondent Firm offered architectural services in Arizona without Board registration, in that they entered into a contract with Berkshire Hathaway Automotive, agreeing to provide architectural services for an Arizona commercial project, prior to being granted professional registration and firm registration with the Board.

CONCLUSIONS OF LAW

- 1. The Board has jurisdiction in this matter pursuant to A.R.S. § 32-101, et seq.
- 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline

pursuant to A.R.S. § 32-127(D), in that Respondent practiced or offered to practice a Board regulated profession without valid registration with the Board.

3. The conduct alleged in the Findings of Fact constitutes grounds for discipline pursuant to A.R.S. § 32-121, A.R.S. § 32-141, and A.R.S. § 32-128(C)(4) as it relates to A.A.C. R4-30-301(4), in that Respondent and Respondent Firm practiced or offered to practice a Board regulated profession without firm registration with the Board.

ORDER

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

- 1. LETTER OF REPRIMAND. Respondent is hereby issued a Letter of Reprimand.
- 2. ADMINISTRATIVE PENALTY. Within ninety (90) days from the effective date of this Consent Agreement, Respondent shall pay an administrative penalty of Seven Hundred Fifty Dollars (\$750.00) by certified check or money order made payable to the State of Arizona Board of Technical Registration.
- 3. COST OF INVESTIGATION. Within sixty (60) days from the effective date of this Consent Agreement, Respondent shall pay the cost of investigation of this case to the Board in the amount of One Hundred Twenty Nine Dollars (\$129.00) by certified check or money order made payable to the State of Arizona Board of Technical Registration, according to the provisions of A.R.S. § 32-128(H).
- 4. OBEY ALL LAWS. Respondent shall obey all federal, state and local laws, as well as, all rules governing the practice of Architecture in the State of Arizona. The Board shall consider any violation of this paragraph to be a separate violation of the rules and statues governing the Arizona Board of Technical Registration. The Board may also consider Respondent's non-compliance with this Order as a separate violation of A.R.S. § 32-150.
- 5. RENEWAL OF REGISTRATION. Respondent and Respondent Firm shall timely renew their Arizona registration as an Architect and an Architectural Firm, and

timely pay all required registration fees.

- 6. EFFECTIVE DATE. The effective date of this Consent Agreement is the date the Respondent and Board sign the Consent Agreement. If the dates are different, the effective date is the later of the two dates.
- 7. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with complying with this Consent Agreement.
- 8. NONCOMPLIANCE. If Respondent violates this Order in any way or fails to fulfill the requirements of this Order, the Board, after giving notice and the opportunity to be heard, may revoke, suspend or take other disciplinary actions against the registration. The issue at such a hearing will be limited solely to whether this Order has been violated.

ACCEPTED and ORDERED this 21 day of Alfult, 2022.

Jack Gilmore, L.A., Chairman
Arizona State Board of
Technical Registration

Consent Agreement and Order, No. P22-080 accepted this __25_day of JULY ____, 2022.

Jason Otero, on behalf of himself and on behalf of LOMA Architecture LLC, Respondents

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2	ORIGINAL filed this 22 day of
3	August , 2022, with:
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. <u>9214 8901 943 4 4600 0887 92</u> and First Class mail this <u>22</u> day of <u>August</u> , 2022, to:
9	day 01 <u>7700 n.y 7</u> , 2022, to.
10	Jason Otero
11	LOMA Architecture, LLC
12	10707 Laurelton Court Humble, TX 77396
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16	By: <u>Daniel Carthel</u>
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