

1 4. Respondent understands that this Consent Agreement or any part of the
2 agreement may be considered in any future disciplinary action by the Board against him.

3 5. The Consent Agreement, any record prepared in this matter, all investigative
4 materials prepared or received by the Board and all related exhibits and materials, are
5 public records upon acceptance by the Board of this Consent Agreement and may be
6 retained in the Board's files pertaining to this matter.

7 6. Respondent understands this Consent Agreement deals with Board case
8 number P22-049 involving allegations that Respondent engaged in conduct that would
9 subject him to discipline under the Board's statutes and rules. The investigation into
10 these allegations against Respondent shall be concluded upon the Board's adoption of
11 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,
14 and does not constitute any waiver, express or implied, of the Board's statutory authority
15 or jurisdiction regarding any other pending or future investigation, action or proceeding.

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

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

26 10. This Consent Agreement is subject to the approval of the Board and is
27 effective only when accepted by the Board and signed on behalf of the Board. If the
28 Board does not accept this Consent Agreement, the Board retains its authority to hold a

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2 Board does not approve this Consent Agreement, it is withdrawn and shall be of no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

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

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

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

15 FINDINGS OF FACT

16 1. The Board is the duly constituted authority for the regulation and control of
17 the profession of Land Surveying in the State of Arizona.

18 2. Respondent is not registered with the Board as a Land Surveyor, nor has she
19 ever been.

20 3. On or about December 16, 2021, while investigating case P22-029, Board
21 staff spoke with a Registered Land Surveyor ("Land Surveyor"). Land Surveyor indicated
22 that he had an arrangement with Respondent, in which Respondent would prepare
23 professional Land Surveying documents for him to review, and in multiple instances,
24 affix his seal for a fee. Land Surveyor said his arrangement with Respondent spanned
25 from approximately April of 2019 to September of 2019, and included five Land
26 Surveying projects. Land Surveyor acknowledged that Respondent was not his bona fide
27 employee, but was providing Land Surveying services to the public under his guidance.
28 Land Surveyor said he applied his seal to a total of three professional documents prepared

1 by Respondent.

2 4. On or about December 17, 2021, Land Surveyor provided to Board staff
3 copies of documents and email correspondence related to the five Land Surveying
4 projects which stemmed from his arrangement with Respondent. The documents and
5 email correspondence revealed the following:

6 a) On or about April 11, 2019, Respondent prepared an unsealed record of
7 survey for a land surveying project in Nogales, Arizona.

8 b) On or about April 16, 2019, Land Surveyor signed and sealed an elevation
9 certificate for a land surveying project in Patagonia, Arizona, which had
10 been prepared by Respondent.

11 c) On or about April 16, 2019, Land Surveyor signed and sealed an elevation
12 certificate for a separate land surveying project in Patagonia, Arizona,
13 which had been prepared by Respondent.

14 d) On or about April 22, 2019, Respondent prepared an unsealed boundary
15 and topographical survey for a land surveying project in Rio Rico,
16 Arizona.

17 e) On or about July 1, 2019, Land Surveyor signed and sealed an elevation
18 certificate for a land surveying project, which had been prepared by
19 Respondent in Rio Rico, Arizona.

20 5. At its February 22, 2022 meeting, after reviewing information related to case
21 P22-029, the Board directed staff to open a case against Respondent. It was alleged that
22 during and before the year 2019, Respondent engaged in the practice of Land Surveying
23 in Pima and Santa Cruz Counties, without registration with the Board. Board records
24 show no indication that Respondent has ever been registered with the Board.

25 6. On or about April 8, 2022, Board staff spoke with Respondent about the
26 allegations. Respondent declined to provide a response to the allegations at that time.

27 7. On or about September 16, 2022, Board staff spoke with Respondent.
28 Respondent acknowledged that she had performed Land Surveying work for multiple

1 Land Surveying projects within Arizona during the year 2019. Respondent acknowledged
2 that she is not, and has never been, registered as a Land Surveyor with the Board.
3 Respondent indicated that her work was supervised and reviewed by Land Surveyor, but
4 acknowledged that she was not Land Surveyor's bona fide employee. Respondent said
5 she paid Land Surveyor to supervise and review her work.

6 **CONCLUSIONS OF LAW**

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

9 2. The conduct alleged in the Findings of Fact, constitutes grounds for
10 discipline pursuant to A.R.S. § 32-106.02(A), A.R.S. § 32-121, and A.R.S. § 32-145(1) in
11 that Respondent practiced or offered to practice a Board regulated profession without
12 Board registration on five separate land survey projects.

13 **ORDER**

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

16 1. CIVIL PENALTY. Within Twelve (12) months from the effective date of
17 this Consent Agreement, Respondent shall pay a civil penalty of Five Thousand Dollars
18 (\$5,000.00) by certified check or money order made payable to the State of Arizona
19 Board of Technical Registration, according to the provisions of A.R.S. § 32-106.02(A).

20 2. COST OF INVESTIGATION. Within Sixty (60) days from the effective date
21 of this Consent Agreement, Respondent shall pay the cost of investigation of this case to
22 the Board in the amount of Two Hundred and Ten Dollars (\$210.00) by certified check or
23 money order made payable to the State of Arizona Board of Technical Registration,
24 according to the provisions of A.R.S. § 32-128(H).

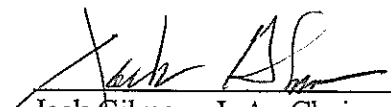
25 3. OBEY ALL LAWS. Respondent shall obey all federal, state and local laws,
26 related to the practice of Land Surveying in the State of Arizona. The Board shall
27 consider any violation of this paragraph to be a separate violation of the statutes
28 governing the Arizona Board of Technical Registration.

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

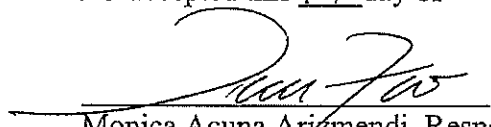
4 5. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with
5 complying with this Consent Agreement.

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

9
10 ACCEPTED and ORDERED this 27 day of January, 2022.
11 *si*

12
13 
14 Jack Gilmore, L.A., Chairman
15 Arizona State Board of
16 Technical Registration

17 Consent Agreement and Order, No. P22-049 accepted this 19 day of
18 December, 2022.

19 
20 Monica Acuna Arizmendi, Respondent
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1 ORIGINAL filed this 25 day of

2 January, 2023, 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. 9214 8901 9434 4600 0909 17 and

9 First Class mail this 25 day of January, 2023, to:

10 Monica Acuna Arizmendi
11 5813 S. Mahan Dr.
12 Tucson, AZ 85746

13
14 By: Daniel Carthel

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