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9
10 **BEFORE THE ARIZONA STATE
BOARD OF TECHNICAL REGISTRATION**

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12 In the Matter of:

Case No.: HI21-003

13 **Anthony Harms,**
14 Non-Registrant,

CONSENT AGREEMENT

15 and

16 **Allsafe Home Inspection,**
17 Non-Registrant Firm,

18 Respondents.

19 In the interest of a prompt and judicious resolution of the above-captioned matter before
20 the Arizona State Board of Technical Registration (the "Board") and consistent with the public
21 interest, statutory requirements, and the responsibilities of the Board, and pursuant to Arizona
22 Revised Statutes ("A.R.S.") § 32-101, *et seq.*, and Arizona Administrative Code ("A.A.C.") R4-
23 30-120(G), the Board and the undersigned party, Anthony Harms ("Respondent"), on behalf of
24 himself and Allsafe Home Inspection ("Respondent Firm"), enter into the following Recitals,
25 Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of
26 this matter.
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RECITALS

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2 1. Respondent has read and understands this Consent Agreement and has had the
3 opportunity to discuss this Consent Agreement with an attorney, or has waived the opportunity to
4 discuss this Consent Agreement with an attorney.

5 2. Respondent understands that he has a right to a public administrative hearing
6 concerning this case. He further acknowledges that, at such formal hearing, he could present
7 evidence and cross-examine witnesses. By entering into this Consent Agreement, Respondent
8 knowingly, voluntarily, and irrevocably waives his right to such an administrative hearing, as
9 well as rights of rehearing, review, reconsideration, appeal, judicial review or any other
10 administrative and/or judicial action concerning the matters set forth herein.

11 3. Respondent affirmatively agrees that this Consent Agreement shall be irrevocable.

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

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

18 6. Respondent understands this Consent Agreement deals with Board case number
19 HI21-003 involving allegations that Respondent engaged in conduct that would subject him to
20 discipline under the Board's statutes and rules. The investigation into these allegations against
21 Respondent shall be concluded upon the Board's adoption of this Consent Agreement.

22 7. Respondent understands that this Consent Agreement does not constitute a
23 dismissal or resolution of any other matters currently pending before the Board, if any, and does
24 not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction
25 regarding any other pending or future investigation, action or proceeding.

26 8. Respondent also understands that acceptance of this Consent Agreement does not
27 preclude any other agency, subdivision, or officer of this state from instituting any other civil or

1 criminal proceedings with respect to the conduct that is the subject of this Consent Agreement.

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

7 10. This Consent Agreement is subject to the approval of the Board and is effective
8 only when accepted by the Board and signed on behalf of the Board. If the Board does not
9 accept this Consent Agreement, the Board retains its authority to hold a formal administrative
10 hearing pursuant to A.R.S. § 32-128(E). In the event that the Board does not approve this
11 Consent Agreement, it is withdrawn, shall be of no evidentiary value, and shall not be relied
12 upon nor introduced in any action by any party. Respondent agrees that should the Board reject
13 this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that
14 the Board was prejudiced by its review and discussion of this document or any records relating
15 thereto.

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

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

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

23 **FINDINGS OF FACT**

24 1. The Board is the duly constituted authority for the regulation and control of the
25 practice of home inspection in the State of Arizona pursuant to A.R.S. § 32-101, *et seq.*

26 2. Respondent is the principal for Respondent Firm.

27 3. At the time of these allegations, Respondent was not registered as a home

1 inspector with the Board because Respondent's registration as a home inspector had been
2 revoked on or about November 5, 2018, for failure to provide proof of financial assurance to the
3 Board.

4 4. At the time of these allegations, Respondent Firm was not registered with the
5 Board, as Respondent Firm's registration, expired on February 23, 2018, and has not been
6 renewed.

7 5. On or about May 8, 2020 Respondent conducted a home inspection at 14076 S.
8 40th Street in Phoenix, Arizona.

9 6. Between August 24 to 26, 2020, in his responses to the notice of investigation,
10 Respondent acknowledged completing the home inspection, and indicated that he was unaware
11 that his registration had been revoked.

12 CONCLUSIONS OF LAW

13 1. The Board has jurisdiction in this matter pursuant to A.R.S. § 32-101, *et seq.*

14 2. As alleged in the Findings of Fact, the conduct of Respondent constitutes grounds
15 for discipline pursuant to A.R.S. §§ 32-106.02(A) and 32-145(1), in that Respondent conducted
16 an Arizona home inspection without Board registration as a home inspector, in violation of
17 A.R.S. §§ 32-127(D) and 32-121.

18 3. As alleged in the Findings of Fact, the conduct of Respondent Firm constitutes
19 grounds for discipline for a violation pursuant to A.R.S. §§ 32-121 and 32-141, in that
20 Respondent Firm conducted an Arizona home inspection without Board registration

21 ORDER

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

24 1. **RESTITUTION PAYMENTS.** Within six (6) months from the Effective Date
25 of this Consent Agreement, and in lieu of statutory civil penalties (fines), Respondent shall pay
26 restitution in the amount of \$450, by certified check or money order made payable to the State of
27 Arizona Board of Technical Registration, which will remit the moneys to the allegor in this case.

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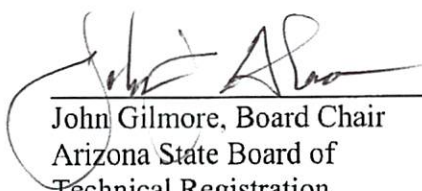
2. **COST OF INVESTIGATION.** Within six (6) months from the Effective Date of this Consent Agreement, Respondent shall pay a portion of the costs of investigation of this case to the Board in the amount of \$660.00 by certified check or money order made payable to the State of Arizona Board of Technical Registration.

3. **EFFECTIVE DATE.** The effective date of this Consent Agreement and Order is the date it was last executed by the Respondent or the Board.

4. **FEES AND COSTS.** Each party agrees to pay its own attorney's and expert's fees and costs.


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

ACCEPTED and ORDERED this 7 day of December, 2021.



John Gilmore, Board Chair
Arizona State Board of
Technical Registration

CONSENT AGREEMENT and ORDER, Number HI21-003, accepted this ___ day of November, 2021.

11/30/21


Anthony Harris, Respondent

1 **ORIGINAL** of the foregoing filed
this 5th day of December, 2021, with:

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

5 **COPY** of the foregoing served via email, to:

6 Anthony Harms
7 allsafefhomeinspections@gmail.com

8 **COPY** of the foregoing e-mailed
this 8th day of December, 2021, to:

9 Deanie Reh
10 Assistant Attorney General
11 deanie.reh@azag.gov
Attorney for the State of Arizona

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13 By: _____

14 #9910897
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