

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

3 In the Matter of:

Case No. 20F-P17-069-BTR

4 **SHANE NAUERT**

Land Surveyor

5 Registration No. 48860; and

**CONSENT AGREEMENT/
ORDER**

6 **SURVPRO LLC,**

Unregistered Firm;

7 Respondents.

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

15 **RECITALS**

- 16 1. Respondent and Respondent Firm have read and understand this Agreement and have had
17 the opportunity to discuss this Agreement with an attorney, or have waived the opportunity to
18 discuss this Agreement with an attorney.
- 19 2. Respondent and Respondent Firm understand that they have the right to a public
20 administrative hearing concerning this case, and that at such formal hearing they could present
21 evidence and cross-examine witnesses. By entering into this Agreement, Respondent and
22 Respondent Firm voluntarily, knowingly, and irrevocably waive the right to such an
23 administrative hearing, as well as rights to rehearing, review, reconsideration, appeal, judicial
24 review, or judicial action concerning this case.
- 25 3. Respondent and Respondent Firm affirmatively agree that this Agreement shall be
26 irrevocable.
- 27 4. Respondent and Respondent Firm acknowledge and agree that, upon signing this
Agreement and returning an original or copy of this document to the Board's Executive Director

- 1 or Counsel, they may not revoke acceptance of the Agreement or make any modifications to the
2 document regardless of whether the Agreement has been signed on behalf of the Board. Any
3 modification to this original document is ineffective and void unless mutually agreed by the
4 parties in writing.
- 5 5. Respondent and Respondent Firm understand that any part of this Agreement may be
6 considered in any future disciplinary action by the Board against Respondent or Respondent
7 Firm.
- 8 6. The Agreement, any record prepared in this matter, all investigative materials prepared or
9 received by the Board and all related exhibits and materials, are public records (as defined in
10 A.R.S. § 41-151.18) upon acceptance by the Board of this Agreement and may be retained in the
11 Board's files pertaining to this matter.
- 12 7. Respondent and Respondent Firm understand this Agreement deals with Board case
13 number P17-069 involving allegations that Respondent and Respondent Firm engaged in conduct
14 that would subject them to discipline under the Board's statutes and rules. The investigation into
15 these allegations against them shall be concluded upon the Board's adoption of this Agreement.
- 16 8. Respondent and Respondent Firm understand that this Agreement does not constitute a
17 dismissal or resolution of any other matters currently pending before the Board, if any, and does
18 not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction
19 regarding any other pending or future investigation, action or proceeding.
- 20 9. Respondent and Respondent Firm also understand that acceptance of this Agreement
21 does not preclude any other agency, subdivision, or officer of this State from instituting any
22 other civil or criminal proceedings with respect to the conduct that is the subject of this
23 Agreement.
- 24 10. This Agreement is subject to the approval of the Board and is effective only when
25 accepted by the Board and signed on behalf of the Board. In the event that the Board does not
26 approve this Agreement, it is withdrawn and shall be of no evidentiary value and shall not be
27 relied upon nor introduced in any action by any party.
11. If a court of competent jurisdiction rules that any part of this Agreement is void or
otherwise unenforceable, the remainder of the Agreement shall remain in full force and effect.

1 Respondent and Respondent Firm agree that the Board will adopt the following Findings
2 of Fact, Conclusions of Law and Order.

3 **FINDINGS OF FACT**

- 4 1. The Board is the duly constituted authority for the regulation and control of the practice
5 of several professions, including that of Land Surveyor. A.R.S. § 32-101, *et seq.*
- 6 2. Respondent holds Land Surveyor Registration No. 48860 issued by the Board.
- 7 3. Respondent Firm does not have any valid registration with the Board.
- 8 4. At all times relevant to the allegations of this Complaint, Respondent held Land Surveyor
9 Registration No. 48860 issued by the Board.
- 10 5. At no time relevant to the allegations in this Complaint did Respondent Firm hold any
11 valid registrations with the Board.
- 12 6. Respondent Firm is an Arizona LLC formed on or about January 28, 2014.
- 13 7. On or about January 24, 2017, Board staff received a complaint against Respondent and
14 Respondent Firm from Greg Wolfe (“Wolfe”), an Agent with Coldwell Banker Residential
15 Brokerage. The complaint alleged Respondent entered into a contract to complete a boundary
16 survey at 5 Sanctuary Way, Sedona, AZ and received payment through a check in the amount of
17 \$800.00.
- 18 8. Despite receiving payment, Respondent failed to complete or deliver any survey.
- 19 9. When contacted by Wolfe, Respondent alleged he had sent a digital copy of a survey,
20 was not sure why it hadn’t gone through, and would resend. Respondent then stopped
21 responding to attempts by Wolfe to contact him.
- 22 10. Board staff attempted to contact Respondent and Respondent Firm at multiple addresses,
23 including the address of record provided by Respondent for “mailing”. No response was
24 received.
- 25 11. On March 22, 2017, the Board issued a Subpoena Duces Tecum to Respondents
26 Respondent and Respondent Firm. The subpoena was sent to Respondent at his address of
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1 record with the Board, and was returned to the Board with the notation "Unclaimed/ Max Hold
2 Time Expired".

3 CONCLUSIONS OF LAW

4 12. The Board possesses jurisdiction over the subject matter hereof and over Respondent
5 pursuant to A.R.S. § 32-101, *et seq.*

6 13. Pursuant to A.R.S. § 32-121, "... a person or firm desiring to practice any board-
7 regulated profession or occupation shall first secure a certificate or registration..."

8 14. Pursuant to A.R.S. § 32-101(B)(22), "Land surveying practice" includes the ("[a]
9 Measurement of land to determine the position of any monument or reference point that marks a
10 property line, boundary or corner for the purpose of determining the area or description of the
11 land...")

12 15. Pursuant to A.R.S. § 32-101(B)(26) defines "person" as "any individual, firm,
13 partnership, corporation, association, or other organization."

14 16. Pursuant to A.R.S. § 32-128(C), the Board may take disciplinary actions for each
15 separate violation, in combination or alternatively, including but not limited to revocation,
16 suspension, and imposition of "an administrative penalty of not more than two thousand dollars
17 for each violation..." and "a requirement for restitution payments to professional services clients
18 or to other persons suffering economic loss..."

19 17. The conduct and circumstances in the Factual Allegations above constitute a violation by
20 Respondent Firm of A.R.S. § 32-121 "...a person or firm desiring to practice any board-
21 regulated profession or occupation shall first secure a certificate or registration..."

22 18. The conduct and circumstances in the Factual Allegations above constitute a violation by
23 Respondent of A.R.S. 32-128(C)(4) through A.A.C. R4-30-301(2) ("[a] registrant shall not
24 engage in fraud, deceit, misrepresentation or concealment of material facts in ...providing
25 professional services to members of the public.")

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1 19. The conduct and circumstances in the Factual Allegations above constitute a violation by
2 Respondent of A.R.S. 32-128(C)(4) through A.A.C. R4-30-301(14) (“[a] registrant shall comply
3 with any subpoena issued by the Board...”)

4 20. The conduct and circumstances in the Factual Allegations above constitute a violation by
5 Respondent of A.R.S. 32-128(C)(4) through A.A.C. R4-30-301(15) (“[a] registrant shall update
6 the registrant’s address and telephone number of record with the Board within 30 days of the
7 date of any change.”)

8 **ORDER**

9 Based upon the Findings of Fact and Conclusions of Law above, the Board issues the
10 following Order:

- 11 1. **LETTER OF REPRIMAND.** Respondent is hereby issued a Letter of Reprimand.
- 12 2. **STAYED SUSPENSION AND PROBATION.** Respondent’s Registration No. 48860
13 shall be suspended for a period of twelve (12) months from the effective date of this Order. This
14 suspension shall be stayed for as long as the Respondent remains in compliance with this Order.
15 During the stay of suspension, Respondent’s Registration No. 48860 shall be placed on
16 probation. If Respondent becomes non-compliant with any term of this Order during the stay of
17 suspension, the stay shall be lifted and Respondent’s Registration No. 48860 shall be
18 automatically suspended without a formal hearing and remain suspended until Respondent
19 becomes compliant with all terms of this Order.
- 20 3. **ADMINISTRATIVE PENALTY.** Within twelve (12) months of the effective date of
21 this Order, Respondent shall pay an Administrative Penalty to the Board in the amount of
22 eighteen-hundred dollars (\$1,800.00). Respondent may make monthly payments of one-hundred
23 and fifty dollars (\$150.00). Payments shall be by certified check or money order made payable
24 to the Arizona State Board of Technical Registration.
- 25 4. **COSTS OF INVESTIGATION.** Within ninety (90) days of the effective date of this
26 Order, Respondent shall pay the cost of investigation of this case to the Board in the amount of
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1 four-hundred and sixty dollars (\$460.00). Payments shall be by certified check or money order
2 made payable to the Arizona State Board of Technical Registration.

3 5. **RESTITUTION.** Within thirty (30) days of the effective date of this Order, Respondent
4 shall pay client Greg Wolfe, Agent with Coldwell Banker Residential Brokerage of Phoenix,
5 Arizona, restitution in the amount of eight-hundred dollars (\$800.00). Payment shall be by
6 certified check or money order, and within ten (10) days Respondent shall provide the Board
7 with documentary evidence that payment has been made.

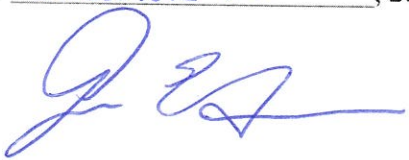
8 6. **RENEWAL OF REGISTRATION.** Respondent shall timely renew and maintain his
9 Registration No. 48860 during the period of Stayed Suspension and Probation.

10 7. **EFFECTIVE DATE.** The effective date of this Order is the date the Respondent and
11 Board execute the Agreement. If the parties execute the Agreement on different dates, the
12 effective date shall be the later of the dates of execution.

13 8. **COSTS OF COMPLIANCE.** Respondent shall pay all costs associated with
14 compliance with this Order.


15 9. **NONCOMPLIANCE.** If Respondent violates this Order or fails to fulfil any of its
16 requirements, the Board, after giving notice and the opportunity to be heard, may revoke or
17 suspend Respondent's Registration No. 48860 and take disciplinary action as provided by
18 statute. The issue at any such hearing shall be limited solely to whether Respondent has
19 violated or failed to fulfill any of the requirements of this Order.
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21 ACCEPTED and ORDERED DECEMBER 10, 2019.

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24 By: Jason Foose, RLS, Chairman
25 Arizona State Board of Technical Registration
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Consent Agreement/Order accepted OCTOBER 24TH, 2019.

By: 
Shane Nauert, on behalf of himself and Survpro LLC

ORIGINAL of the foregoing filed
DECEMBER 12, 2019, with:

ARIZONA STATE BOARD OF TECHNICAL REGISTRATION
1110 W. Washington Street, Suite 240
Phoenix, AZ 85007

COPY of the foregoing mailed by
Certified Mail No. 9214 8901 5484 4600 0644 20
And First Class Mail this same date to:

SHANE NAUERT
3800 E. Tumbleweed Drive
Camp Verde, AZ 86322
nauertsurveyor@gmail.com

SHANE MICHAEL NAUERT
STATUTORY AGENT FOR
SURVPRO LLC
3800 E. Tumbleweed Drive
Camp Verde, AZ 86322

By: 