

**BEFORE THE NEW MEXICO
BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL
SURVEYORS**

IN THE MATTER OF:)	
)	
FNF Construction, Inc.)	
and)	
MATTHEW W. GULLY (unlicensed),)	CASE No. 10-PS-09-24-13
)	
Respondents.)	
)	

SETTLEMENT AGREEMENT

WHEREAS, the Professional Surveying Committee of the New Mexico Board of Licensure for Professional Engineers and Professional Surveyors ("Board") received a complaint filed on September 24, 2013, alleging that Respondents practiced surveying in conjunction with construction staking services for a public works project in New Mexico costing in excess of \$100,000;

WHEREAS, the Board voted to request the issuance of a Notice of Contemplated Action ("NCA"), which was issued on September 21, 2015;


WHEREAS, the Board wishes to resolve this matter without the time and expense of a formal hearing and believes that this Settlement Agreement is appropriate and in the best interests of both the Board and Respondent; and

WHEREAS, the Board and the Respondents acknowledge that the claims that are the subject of the complaint and the NCA are contested claims, and by entering this Settlement Agreement neither the Board nor the Respondents concede that the other party's position is correct,


IT IS AGREED AS FOLLOWS:

1. The Respondents at all times relevant to these proceedings were not licensed by the Board. The Board has jurisdiction over the Respondents and the subject matter.
2. Respondents enter into this Settlement Agreement voluntarily and waive the right to a full hearing on the merits, the right to confront and cross examine witnesses, and the right to an appellate process, as provided for in the Uniform Licensing Act, NMSA 1978, § 61-1-1 through § 61-1-33, including all time limitations set forth by statute.
3. Respondents' waiver of any rights contained herein is made knowingly, intentionally, and voluntarily.
4. If the Board rejects this Settlement Agreement, the Board may proceed with a full evidentiary hearing. Terms of this agreement or statements made by either the Board or the Respondents in support of this agreement shall **not** be used against either party in such hearing and are not intended as general admissions.
5. The Board shall take no further action against Respondents with respect to the matters in the subject case, provided that Respondents comply with the terms of this Settlement Agreement.
6. Respondents agree to use a New Mexico licensed professional surveyor that will be in responsible charge of construction staking surveys, and any other work which requires surveying for all future procured public works projects in New Mexico wherein the contemplated expenditure for the complete project is \$100,000 or more;
7. Respondents agree to pay a civil penalty of three thousand dollars (\$3,000.00) to the Board within thirty (30) days of the Board's acceptance of this Settlement Agreement;

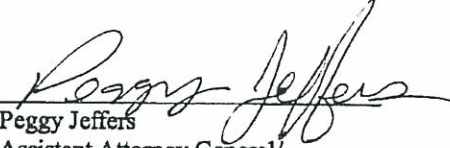
10-28-15
Date


Matthew W. Gully
Respondent

10/28/15
Date


Sean Calvert
Attorney for Respondents

10/28/15
Date


Peggy Jeffers
Assistant Attorney General/
Administrative Prosecutor

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ORDER

This matter having come before the Board of Licensure for Professional Engineers and Professional Surveyors on 11-5, 15, upon request of the parties for consideration of the foregoing Settlement Agreement and with a quorum being present and a majority voting for the action designated below, this Settlement Agreement is:

Accepted

Rejected



For New Mexico Board of Licensure for Professional
Engineers and Professional Surveyors

11-5-15
Date