

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

3 **In the Matter of:**

Case No.: P23-044

4 **Juan Reyes**
5 **Professional Engineer (Civil)**
6 **Registration No. 52934**

CONSENT AGREEMENT
and
ORDER OF DISCIPLINE

7 _____
8 **Respondent**

9 In the interest of a prompt and judicious resolution of the above-captioned matter
10 before the Arizona State Board of Technical Registration (“Board”) and consistent with
11 the public interest, statutory requirements, and the responsibilities of the Board, and
12 pursuant to A.R.S. § 32-101 et seq., and A.A.C. R4-30-120(G), the undersigned party,
13 Juan Reyes (“Respondent”), holder of Registration No. 52934, and the Board enter into
14 the following Recitals, Findings of Fact, Conclusions of Law and Order (“Consent
15 Agreement”) as a final disposition of this matter.

16 **RECITALS**

17 1. Respondent has read and understands this Consent Agreement and has had
18 the opportunity to discuss this Consent Agreement with an attorney, or has waived the
19 opportunity to discuss this Consent Agreement with an attorney.

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

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

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 P23-044 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 practice of Professional Engineering in the State of Arizona.

18 2. Respondent is the holder of Arizona Professional Engineer (Civil)
19 Registration No. 52934.

20 3. On November 18, 2022, a complaint was filed with the Board involving an
21 allegation that Respondent coordinated the development of a topographic survey by a
22 Non-Registrant, who later produced an illegitimate topographic survey document despite
23 receiving \$1,400 from Alleger. The project was for the design of a new home in Pinal
24 County, Arizona.

25 4. On December 27, 2022, Alleger specifically stated that Respondent was the
26 only individual he communicated with regarding the completion of a topographic survey,
27 despite Respondent being a Professional Engineer (Civil) and not a Registered Land
28 Surveyor. Alleger identified Respondent as having given Alleger instructions on how to

1 make an electronic payment to the Non-Registrant through the Non-Registrant firm's
2 Zelle account.

3 5. On May 10, 2021, Respondent sent an email message to Alleger in which
4 Respondent quoted a figure of \$2,900 for Alleger's topographic survey, prepared by a
5 Non-Registrant.

6 6. On May 10, 2021 and again on June 23, 2021, Alleger made two \$700
7 payments, totaling \$1,400, to the Non-Registrant. After payment was received, the Non-
8 Registrant sent an email message on July 1, 2021 to Alleger that included an attachment
9 of a topographic survey in Pinal County, AZ dated June 15, 2021 and included Alleger's
10 name on the document.

11 7. An Arizona Registered Land Surveyor/Professional Engineer (Civil) later
12 reviewed the topographic survey document produced by the Non-Registrant for the
13 Alleger and concluded that the document was illegitimate based on his experience as a
14 Board registrant as a Registered Land Surveyor and Professional Engineer (Civil).

15 8. On January 3, 2023, Respondent stated to Board staff that it was possible that
16 Respondent did furnish the involved Non-Registrant's firm contact information
17 (telephone number) to Alleger. Respondent also admitted to having contact with Non-
18 Registrant's firm for unrelated matters involving other clients of Respondent, to include
19 getting a proposal for land survey services of Non-Registrant's firm.

20 9. On January 4, 2023, Respondent stated to Board staff that it was possible
21 Respondent obtained Non-Registrant's firm information through a search and contacted
22 Non-Registrant firm and obtained the topographic survey proposal amount that
23 Respondent later conveyed to Alleger.

24 10. On January 4, 2023, Respondent forwarded an email message to Board staff,
25 dated August 2, 2022, from the Non-Registrant to Respondent that established
26 Respondent as being involved in facilitating and otherwise coordinating the completion
27 of topographic surveys by a Non-Registrant acting as a Land Surveyor. The August 2,
28 2022 email message was subsequent to Alleger's project and unrelated. This established

1 Respondent as having engaged in Aiding and Abetting a Non-Registrant on more than
2 one occasion. Respondent's conduct effectively allowed the Non-Registrant to evade the
3 Board's Practice Act.

4 **CONCLUSIONS OF LAW**

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

6 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline
7 pursuant to A.R.S. § 32-128(C)(3), in that Respondent effectively aided and abetted a
8 Non-Registrant by facilitating and coordinating the completion of a topographic survey
9 by a Non-Registrant.

10 **ORDER**

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

13 1. **LETTER OF REPRIMAND.** Respondent is hereby issued a Letter of
14 Reprimand.

15 2. **STAYED SUSPENSION AND PROBATION.** Respondent's registration as
16 a Professional Engineer, No. 52934, shall be suspended for six (6) months; however, the
17 suspension is stayed for as long as Respondent remains in compliance with this Order.
18 During the stay of suspension, Respondent's registration as a Professional Engineer is
19 placed on probation for six (6) months. If Respondent is non-compliant with any terms
20 of this Order during the six (6) months stayed suspension and probation period, the stay
21 of the suspension shall be lifted and Respondent's registration as a Professional Engineer
22 shall be automatically suspended without a formal hearing, and remain suspended until
23 Respondent is compliant with all terms of this Order.

24 3. **ADMINISTRATIVE PENALTY.** Within six (6) months from the effective
25 date of this Consent Agreement, Respondent shall pay an administrative penalty of Two
26 Thousand Dollars (\$2,000.00) by certified check or money order made payable to the
27 State of Arizona Board of Technical Registration.

28 4. **COST OF INVESTIGATION.** Within thirty (30) days from the effective date

1 of this Consent Agreement, Respondent shall pay the cost of investigation of this case to
2 the Board in the amount of Eight Hundred Eighteen Dollars (\$818.00) by certified check
3 or money order made payable to the State of Arizona Board of Technical Registration,
4 according to the provisions of A.R.S. § 32-128(H).

5 5. OBEY ALL LAWS. Respondent shall obey all federal, state and local laws,
6 as well as, all rules governing the practice of engineering in the State of Arizona. The
7 Board shall consider any violation of this paragraph to be a separate violation of the rules
8 and statues governing the Arizona Board of Technical Registration. The Board may also
9 consider Respondent's non-compliance with this Order as a separate violation of A.R.S. §
10 32-150.

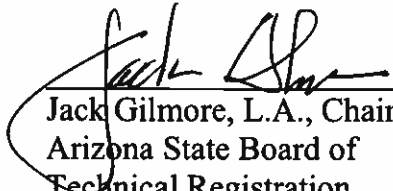
11 6. RENEWAL OF REGISTRATION. Respondent shall timely renew his
12 Arizona registration as an Engineer, and timely pay all required registration fees.

13 7 EFFECTIVE DATE. The effective date of this Consent Agreement is the
14 date the Respondent and Board sign the Consent Agreement. If the dates are different, the
15 effective date is the later of the two dates.

16 8. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with
17 complying with this Consent Agreement.

18 9. NONCOMPLIANCE. If Respondent violates this Order in any way or fails
19 to fulfill the requirements of this Order, the Board, after giving notice and the opportunity
20 to be heard, may revoke, suspend or take other disciplinary actions against the
21 registration. The issue at such a hearing will be limited solely to whether this Order has
22 been violated.

23 ACCEPTED and ORDERED this 23 day of May, 2023.

24
25 
26 Jack Gilmore, L.A., Chairman
27 Arizona State Board of
28 Technical Registration

1 Consent Agreement and Order, No. P23-044 accepted this 26 day of
2 April, 2023.

3 
4 _____
5 Juan Reyes, Respondent

6 **ORIGINAL** filed this 23 day of
7 May, 2023, with:

8 Arizona State Board of Technical Registration
9 1110 W. Washington, Suite 240
10 Phoenix, AZ 85007

11 **COPY** of the foregoing mailed via Certified Mail
12 No. 9214 8901 9434 4600 0924 16 and
13 First Class mail this 23 day of May, 2023, to:

14 Juan Reyes
15 4730 W. Hubbell St.
16 Phoenix, AZ 85035

17 By: 
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