

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

3 **In the Matter of:** )

**Case No.: P23-081**

4 **Christopher Tarango** )  
5 **Non-Registrant** )

**CONSENT AGREEMENT**  
**and**  
**ORDER OF DISCIPLINE**

6 )  
7 **Respondent** )

8  
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 Christopher Tarango, Non-Registrant, (“Respondent”) and the Board enter into the  
14 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 P23-081 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 engineering in the State of Arizona.

18 2. Respondent is not registered with the Board as a Professional Engineer, but is  
19 an Engineer-In-Training.

20 3. Respondent was engaged in a business relationship with Alleger as co-owner  
21 of Meraki Engineers, until a March 3, 2023 written agreement terminated the  
22 relationship.

23 4. On November 30, 2022, Respondent executed a written proposal on a Meraki  
24 Engineers LLC template, with the client, to include the electrical engineering services  
25 related to a project involving a new exterior monument sign in the Phoenix, Arizona for a  
26 specified amount of \$10,000.

27 5. On December 2, 2022, Respondent emailed the client and directed him to  
28 write out the checks to the existing name on the client's company file, which included

1 sending it to either Respondent or Respondent’s individual firm and personal mailing  
2 address.

3 6. On or about January 6, 2023, Respondent prepared electrical engineering  
4 documents for the client despite lacking the required Board registration as a Professional  
5 Engineer.

6 7. On January 6, 2023, Respondent sent an email message to the client that  
7 included professional documents with Alleger’s professional stamp and seal. The  
8 Alleger’s professional stamp and seal was inappropriately affixed to the documents on  
9 four sheets of the same project by Respondent, rather than legitimately by Alleger.

10 8. On or about January 6, 2023, an email was sent to the client, which included  
11 a final invoice for the electrical site power plans, instructions to address the check to  
12 Respondent or Respondent’s individual firm, personal mailing address for the check to be  
13 sent in lieu of Meraki Engineers as the firm or Meraki Engineers business address.

14 9. On January 20, 2023, a City of Phoenix Plans Reviewer became suspicious  
15 of the Respondent submitted documents and contacted Alleger about the plans. The Plans  
16 Reviewer later learned from Alleger that Respondent had inappropriately affixed  
17 Alleger’s professional stamp and seal on the submitted documents.

18 10. On March 3, 2023, Respondent signed a Membership Interest Redemption  
19 Agreement, which stated on agreement number twelve, “ *On February 4, 2023, [Alleger]*  
20 *filed a complaint against [Respondent] with the Arizona Board of Technical Registration*  
21 *(“BTR”) because [Respondent] had used [Alleger’s] professional engineering seal on a*  
22 *project known as George Brazil Monument Sign.”*

23 11. On March 31, 2023, Respondent stated “*I acknowledge that I could and*  
24 *should have documented the use of the stamp better, and I can assure the Board of*  
25 *Technical Registration that nothing like this will happen again.”*

#### 26 **CONCLUSIONS OF LAW**

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

1           2.    The conduct alleged in the Findings of Fact, constitutes grounds for  
2 discipline pursuant to A.R.S. § 32-145(4), in that Respondent, on four occasions, used the  
3 registration of another.

4           3.    The conduct alleged in the Findings of Fact, constitutes grounds for  
5 discipline pursuant to A.R.S. § 32-106.02(A), A.R.S. § 32-121 and A.R.S. § 32-145(1), in  
6 that Respondent practiced a Board regulated profession without Board registration.

7   **ORDER**

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

10          1.    CIVIL PENALTY. Within Twelve (12) months from the effective date of  
11 this Consent Agreement, Respondent shall pay a civil penalty of Ten Thousand Dollars  
12 (\$10,000.00) by certified check or money order made payable to the State of Arizona  
13 Board of Technical Registration, according to the provisions of A.R.S. § 32-106.02(A).

14          2.    COST OF INVESTIGATION. Within Thirty (30) days from the effective  
15 date of this Consent Agreement, Respondent shall pay the cost of investigation of this  
16 case to the Board in the amount of Five Hundred Twenty Eight Dollars (\$528.00) by  
17 certified check or money order made payable to the State of Arizona Board of Technical  
18 Registration, according to the provisions of A.R.S. § 32-128(H).

19          3.    OBEY ALL LAWS. Respondent shall obey all federal, state and local laws,  
20 related to the practice of engineering in the State of Arizona. The Board shall consider  
21 any violation of this paragraph to be a separate violation of the statutes governing the  
22 Arizona Board of Technical Registration.

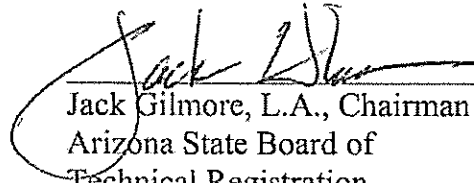
23          4.    EFFECTIVE DATE. The effective date of this Consent Agreement is the  
24 date the Respondent and Board sign the Consent Agreement. If the dates are different, the  
25 effective date is the later of the two dates.

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

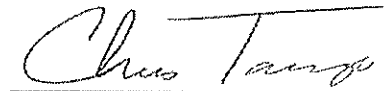
28          6.    NONCOMPLIANCE. If Respondent violates this Order in any way or fails

1 to fulfill the requirements of this Order, the Board may seek a Petition for Injunction in  
2 accordance with the provisions set forth in A.R.S. § 32-106.01.

3 ACCEPTED and ORDERED this 18 day of SEPTEMBER, 2023.

4  
5   
6 Jack Gilmore, L.A., Chairman  
7 Arizona State Board of  
8 Technical Registration

9 Consent Agreement and Order, No. P23-081 accepted this 13 day of  
10 September, 2023.

11   
12 Christopher Tarango, Respondent

13 ORIGINAL filed this 18<sup>th</sup> day of  
14 September, 2023, with:

15 Arizona State Board of Technical Registration  
16 1110 W. Washington, Suite 240  
Phoenix, AZ 85007

17 COPY of the foregoing mailed via Certified Mail  
18 No. 9214 8901 9734 4600 0941 44 and  
19 First Class mail this 18<sup>th</sup> day of September, 2023, to:

20 Christopher Tarango  
21 14010 W. La Reata Ave.  
Goodyear, AZ. 85395

22 By: Katelyn Crawford  
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