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12 *Attorney for the Arizona Board of Technical Registration*

13 **BEFORE THE ARIZONA STATE**  
14 **BOARD OF TECHNICAL REGISTRATION**  
15 **IN THE OFFICE OF ADMINISTRATIVE HEARINGS**

16 In the Matter of:

17 **Carlos Dominguez,**  
18 Non-Registrant,

19 and

20 **A & E Design Group, LLC,**  
21 Non-Registered Firm

22 Respondent.

OAH Docket No.: 24F-P23-007-BTR  
BTR Case No.: P23-007

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

23 In the interest of a prompt and judicious resolution of the above-captioned matter  
24 before the Arizona State Board of Technical Registration (“Board”) and consistent with  
25 the public interest, statutory requirements, and the responsibilities of the Board, and  
26 pursuant to A.R.S. § 32-101 et seq., and A.A.C. R4-30-120(G), the undersigned party,  
27 Carlos Dominguez, Non-Registrant, (“Respondent”) on behalf of himself and A&E  
Design Group, LLC, Non-Registrant Firm (“Respondent Firm”) (collectively,

1 “Respondents”) and the Board enter into the following Recitals, Findings of Fact,  
2 Conclusions of Law and Order (“Consent Agreement”) as a final disposition of this  
3 matter.

4 **I. RECITALS**

5 1. The Board has not conducted a hearing nor made a determination on the merits  
6 contained herein. Instead, the Board and Respondents have agreed to a full and final  
7 settlement of this matter in lieu of formal disciplinary proceedings, pursuant to A.A.C.  
8 R4-30-123(B).

9 2. Respondent has read and understands this Consent Agreement and has had the  
10 opportunity to discuss this Consent Agreement with an attorney, or has waived the  
11 opportunity to discuss this Consent Agreement with an attorney.

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

19 4. Respondent affirmatively agrees that this Consent Agreement shall be irrevocable.

20 5. Respondent understands that this Consent Agreement or any part of the agreement  
21 may be considered in any future disciplinary action by the Board against him or  
22 Respondent Firm.

23 6. The Consent Agreement, any record prepared in this matter, all investigative  
24 materials prepared or received by the Board, and all related exhibits and materials, are  
25 records, as defined in A.R.S. § 41-151(2), upon acceptance by the Board of this Consent  
26 Agreement and may be retained in the Board’s files pertaining to this matter.  
27

1 7. Respondent understands this Consent Agreement deals with Office of  
2 Administrative Hearings (“OAH”) case number 24F-P23-007-BTR (BTR Case No.: P23-  
3 007) involving allegations that Respondents engaged in conduct that would subject  
4 Respondents to discipline under the Board’s statutes and rules. The investigation into  
5 these allegations against Respondents shall be concluded upon the Board’s adoption of  
6 this Consent Agreement.

7 8. Respondent understands that this Consent Agreement is solely to settle OAH case  
8 number 24F-P23-007-BTR (BTR Case No.: P23-007), does not preclude the Board from  
9 instituting other proceedings as may be appropriate now or in the future, does not  
10 constitute a dismissal or resolution of any other matters currently pending before the  
11 Board, if any, and does not constitute any waiver, express or implied, of the Board’s  
12 statutory authority or jurisdiction regarding any other pending or future investigation,  
13 action or proceeding.

14 9. Respondent also understands that, with respect to the conduct that is the subject of  
15 this Consent Agreement, acceptance of this Consent Agreement does not preclude any  
16 other agency, subdivision, or officer of this state from instituting any other civil or  
17 criminal proceedings, investigating claims, or taking legal action as may be appropriate  
18 now or in the future relating to this matter or other matters concerning Respondents,  
19 including but not limited to violations of Arizona’s Consumer Fraud Act. Respondent  
20 acknowledges that, other than with respect to the Board, this Consent Agreement makes  
21 no representation, implied or otherwise, about the views or intended actions of any other  
22 state agency or officer or political subdivision of the state relating to this matter or other  
23 matters concerning Respondents.

24 10. Respondent acknowledges and agrees that, upon signing this Consent Agreement  
25 and returning this document to the Board’s Executive Director, Respondent may not  
26 revoke acceptance of the Consent Agreement or make any modifications to the document  
27 regardless of whether the Consent Agreement has been signed on behalf of the Board.

1 Any modification to this original document is ineffective and void unless mutually agreed  
2 by the parties in writing.

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

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

15 13. Respondent agrees that any violation of this Consent Agreement may result in  
16 further legal action, including issuance of an injunction under A.R.S. § 32-106.01.

17 14. Respondent agrees that the Board will adopt the following Findings of Fact,  
18 Conclusions of Law and Order.

19 **II. FINDINGS OF FACT**

20 1. The Board is the duly constituted authority for the regulation and control of the  
21 practice of architecture and engineering.

22 2. Respondent and Respondent Firm are not registered with Board to practice  
23 architecture or engineering.

24 3. According to Arizona Corporation Commission records, Respondent has been the  
25 statutory agent/manager for Respondent Firm since 2010.

26 4. On or about July 22, 2022, the Board received a complaint alleging that  
27 Respondent and Respondent Firm engaged in the practice of architecture on the Vinod

1 Kumar Sontineni Residence at 11415 N Buffalo Drive, Fountain Hills, AZ (the  
2 “Project”).

3 5. Respondents’ contract for the Project stated that the Respondents would provide  
4 “architectural and engineering services” to build a 5,000 square foot residence, and  
5 proposed to provide “architectural and engineering plans,” including “architectural floor  
6 plan layout, architectural elevations, and a preliminary site plan” and architectural  
7 “[f]loor plan, elevations, ceiling plan, roof plan, sections, site plan, details.”

8 6. It was apparent that the contract did also include some engineering services, to  
9 wit: structural, mechanical and electrical plans, including related calculations.

10 7. Respondent advertised on his website that Respondent Firm is an “architectural  
11 and engineering design firm” and would meet a client’s “architectural, engineering, or  
12 construction needs.”

13 8. On or about March 7, 2023, the Board convened an Enforcement Advisory  
14 Committee (“EAC”) meeting to review the complaint against Respondent. The EAC  
15 determined the following:

16 a. Respondent offered to practice a Board regulated profession without Board  
17 registration. The design proposal/contract prepared by Respondent on the Project  
18 stated that the scope of work included “architectural and engineering services to  
19 build a new residence...”.

20 b. The Committee also found that Respondent Firm offered to practice a  
21 Board regulated profession without Board registration, in that Respondent Firm  
22 was operating through the design proposal/contract for architectural and  
23 engineering services.

24 c. The Committee found that Respondent Firm’s website contained language  
25 noting “architectural and engineering services” as being provided by Respondent  
26 Firm, which to a consumer would indicate professional architectural and  
27 engineering services rather than design services.

1 **III. ALLEGATIONS OF VIOLATIONS**

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

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

6 3. The conduct alleged in the Findings of Fact, constitutes grounds for discipline  
7 pursuant to A.R.S. § 32-121 and A.R.S. § 32-141 in that Respondent Firm offered to  
8 practice a Board regulated profession without Board registration.

9 **IV. ORDER**

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

12 1. **CIVIL PENALTY.** Within Ninety (90) days from the effective date of this  
13 Consent Agreement, Respondents shall be jointly and severally liable pay a civil penalty  
14 of One Thousand Dollars (\$1,000.00) by certified check or money order made payable to  
15 the State of Arizona Board of Technical Registration, according to the provisions of  
16 A.R.S. § 32-106.02(A).

17 2. **COST OF INVESTIGATION.** Within Ninety (90) days from the effective date  
18 of this Consent Agreement, Respondents shall be jointly and severally liable to pay the  
19 cost of investigation of this case to the Board in the amount of One Hundred and Thirty-  
20 Four Dollars (\$134.00) by certified check or money order made payable to the State of  
21 Arizona Board of Technical Registration, according to the provisions of A.R.S. § 32-  
22 128(H).

23 3. **AMENDMENT TO ADVERTISING AND CONTRACT LANGUAGE.**  
24 Within Ninety (90) days from the effective date of this Consent Agreement, Respondents  
25 shall (a) amend Respondents’ website, promotional literature and contract language to  
26 remove references to providing “architectural and engineering” services, (b) shall include  
27 a disclaimer on Respondents’ website, promotional literature, and contract language that

1 Respondent is not licensed as an architect or engineer and Respondent Firm is not  
2 licensed as an architectural or engineering firm, and (c) shall provide evidence of that  
3 removal and disclaimers to the Board.

4 4. **OBEY ALL LAWS.** Respondents shall obey all federal, state and local laws,  
5 related to the practice of architecture and engineering in the State of Arizona. The Board  
6 shall consider any violation of this paragraph to be a separate violation of the statutes  
7 governing the Arizona Board of Technical Registration.

8 4. **EFFECTIVE DATE.** The effective date of this Consent Agreement and Order is  
9 the date it was last executed by the Respondents or the Board.

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

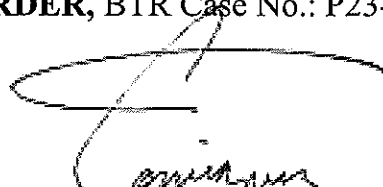
12 6. **NONCOMPLIANCE.** If Respondents violate this Order in any way or fail to  
13 fulfill the requirements of this Order, the Board may seek a Petition for Injunction in  
14 accordance with the provisions set forth in A.R.S. § 32-106.01.

15 **ACCEPTED and ORDERED** this 27th day of June, 2024.

16 

17 Michael Kolejka, R.A., Board Chair  
18 Arizona State Board of  
19 Technical Registration

20 **CONSENT AGREEMENT and ORDER, BTR Case No.: P23-007, accepted**  
21 this 4th day of June, 2024.

22 

23 Carlos Dominguez, Respondent, on  
24 behalf of himself and Respondent Firm  
25  
26  
27

1 ORIGINAL of the foregoing filed this 28<sup>th</sup> day of June, 2024, with:

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

5 COPY of the foregoing emailed, and mailed via Certified Mail No.  
6 9214 8901 9434 4600 0975 96 and First Class mail on the 28<sup>th</sup> day of June,  
2024, to:

7 Carlos Dominguez  
8 2865 N 63rd St  
9 Mesa, AZ 85215  
10 [carlosd@aedesigngroup.co](mailto:carlosd@aedesigngroup.co)

11 COPY of the foregoing emailed this 28<sup>th</sup> day of June, 2024, to:

12 Deanie Reh  
13 [deanie.reh@azag.gov](mailto:deanie.reh@azag.gov)

14 By: Kaitlyn Crawford

15 # 12084458