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

In the Matter of:

Michael Nakhla,
Holder of Engineer Registration No.
#33379 (Fire Protection),

Respondent.

OAH Docket No.: 23F-P21-016-BTR
BTR Case No.: P21-016

**CONSENT AGREEMENT AND
ORDER OF DISCIPLINE**

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In the interest of a prompt and judicious resolution of the above-captioned matter before the Arizona State Board of Technical Registration (“Board”) and consistent with the public interest, statutory requirements, and the responsibilities of the Board, and pursuant to A.R.S. § 32-101 et seq., and A.A.C. R4-30-120(G), the undersigned party, Michael Nakhla (“Respondent”), holder of Registration No. 33379, and the Board enter into the following Recitals, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final disposition of this matter.

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I. RECITALS

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

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

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3. Respondent understands that he has a right to a public administrative hearing concerning this case. He further acknowledges that, at such formal hearing, he could present evidence and cross-examine witnesses. By entering into this Consent Agreement,

1 Respondent knowingly, voluntarily, and irrevocably waives his right to such an
2 administrative hearing, as well as rights of rehearing, review, reconsideration, appeal,
3 judicial review, or any other administrative and/or judicial action concerning the matters
4 set forth herein.

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

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

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

13 7. Respondent understands this Consent Agreement deals with Board case number
14 P21-016 involving allegations that Respondent engaged in conduct that would subject
15 Respondent to discipline under the Board's statutes and rules. The investigation into
16 these allegations against Respondent shall be concluded upon the Board's adoption of
17 this Consent Agreement.

18 8. Respondent understands that this Consent Agreement is solely to settle Board case
19 number P21-016, does not preclude the Board from instituting other proceedings as may
20 be appropriate now or in the future, does not constitute a dismissal or resolution of any
21 other matters currently pending before the Board, if any, and does not constitute any
22 waiver, express or implied, of the Board's statutory authority or jurisdiction regarding
23 any other pending or future investigation, action or proceeding.

24 9. Respondent also understands that, with respect to the conduct that is the subject of
25 this Consent Agreement, acceptance of this Consent Agreement does not preclude any
26 other agency, subdivision, or officer of this state from instituting any other civil or
27 criminal proceedings, investigating claims, or taking legal action as may be appropriate

1 now or in the future relating to this matter or other matters concerning Respondents,
2 including but not limited to violations of Arizona's Consumer Fraud Act. Respondent
3 acknowledges that, other than with respect to the Board, this Consent Agreement makes
4 no representation, implied or otherwise, about the views or intended actions of any other
5 state agency or officer or political subdivision of the state relating to this matter or other
6 matters concerning Respondents.

7 10. Respondent acknowledges and agrees that, upon signing this Consent Agreement
8 and returning this document to the Board's Executive Director, Respondent may not
9 revoke acceptance of the Consent Agreement or make any modifications to the document
10 regardless of whether the Consent Agreement has been signed on behalf of the Board.
11 Any modification to this original document is ineffective and void unless mutually agreed
12 by the parties in writing.

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

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

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

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

3 **II. FINDINGS OF FACT**

4 1. The Board is the duly constituted authority for the regulation and control of the
5 practice of engineering, pursuant to A.R.S. § 32-101, *et seq.*

6 2. Respondent is the holder of Professional Engineer License # 33379.

7 3. On or about February 20, 2019, Respondent entered into a contract with Nolin Fire
8 Sprinklers Inc. ("Client") for engineering services regarding the NorthStar Aerospace
9 project (the "Project").

10 4. On or about August 19, 2020, the Board received a complaint that, among other
11 allegations, Respondent sealed drawings and hydraulic calculations for the Project that
12 Respondent did not prepare or that were not prepared by a bona fide employee of
13 Respondent.

14 5. On or about September 20, 2022, an Enforcement Advisory Committee ("EAC")
15 meeting was convened to review the complaint against Respondent.

16 6. During the EAC meeting, Respondent acknowledged the following:

17 a. Respondent admitted that neither he, nor a bona fide employee, prepared
18 the "Shop Drawing" documents.

19 b. Respondent said he signed and sealed the "Shop Drawing" documents,
20 because the Client asked him to do so.

21 7. Respondent opined at the EAC meeting that the "Shop Drawing" documents were
22 not professional documents.

23 8. At the conclusion of the EAC meeting, the Committee determined the following:

24 a. The Client's "Shop Drawing" documents were, in fact, professional
25 documents per the Board rules definition, in that they contained design
26 elements, were the product of a professional's judgment and analysis, and
27 were sealed by a professional engineer.

1 training as ordered by the end of his probation, he agrees to pay a civil penalty in the
2 amount of Two Thousand Dollars (\$2000.00) by certified check or money order made
3 payable to the State of Arizona Board of Technical Registration.

4 3. **COST OF INVESTIGATION.** Respondent agrees to pay the Board's cost of
5 investigation in the amount of One Thousand Three Hundred and Eleven Dollars
6 (\$1,311.00) by certified check or money order made payable to the State of Arizona
7 Board of Technical Registration.

8 4. **REMEDIAL TRAINING.** Respondent shall submit three continuing education
9 ("CE") course(s) for Board staff pre-approval, dealing with professional ethics or fire
10 protection engineering, with at least one CE course dealing with professional ethics. No
11 later than the end of his probation, Respondent shall complete each approved course and
12 provide proof to Board staff that he has successfully completed the course(s).

13 5. **OBEY ALL LAWS.** Respondent shall obey all federal, state and local laws,
14 related to the practice of engineering in the State of Arizona. The Board shall consider
15 any violation of this paragraph to be a separate violation of the statutes governing the
16 Arizona Board of Technical Registration.

17 6. **EFFECTIVE DATE.** The effective date of this Consent Agreement and Order is
18 the date it was last executed by the Respondents or the Board.

19 7. **COSTS OF COMPLIANCE.** Respondents shall pay all costs associated with
20 complying with this Consent Agreement.

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

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1 **ORIGINAL** of the foregoing filed this 1st day of November, 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 by First Class Mail on the 1st day of
6 November, 2024, to:

7 John T. Wendland, Esq.
8 W&D Law, LLP
9 Attorneys at Law
10 20 East Thomas Road, Suite 2200
11 Phoenix, AZ 85012
12 jwendland@weildrage.com
13 *Attorney for Respondent*

14 Michael Nakhla
15 18325 N. Allied Way, Suite 220
16 Phoenix, AZ 85054

17 **COPY** of the foregoing emailed this 1st day of November, 2024, to:

18 Deanie Reh
19 deanie.reh@azag.gov

20 By: *Daniel Carthel*

21 #12129060