

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

3 **In the Matter of:**

Case No.: P22-019

4 **Gerardo Reyes**
5 **Non-Registrant**

CONSENT AGREEMENT
and
ORDER OF DISCIPLINE

6 **ALC Designers, LLC.**
7 **Non-Registered Firm**

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 Gerardo Reyes, Non-Registrant, ("Respondent") and ALC Designers, LLC., Non-
14 Registrant Firm, and the Board enter into the following Recitals, Findings of Fact,
15 Conclusions of Law and Order ("Consent Agreement") as a final disposition of this
16 matter.

17 **RECITALS**

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

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

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

1 irrevocable.

2 4. Respondent understands that this Consent Agreement or any part of the
3 agreement may be considered in any future disciplinary action by the Board against him.

4 5. The Consent Agreement, any record prepared in this matter, all investigative
5 materials prepared or received by the Board and all related exhibits and materials, are
6 public records (as defined in A.R.S. § 41-158.18) upon acceptance by the Board of this
7 Consent Agreement and may be retained in the Board's files pertaining to this matter.

8 6. Respondent understands this Consent Agreement deals with Board case
9 number P22-019 involving allegations that Respondent engaged in conduct that would
10 subject him to discipline under the Board's statutes and rules. The investigation into
11 these allegations against Respondent shall be concluded upon the Board's adoption of
12 this Consent Agreement.

13 7. Respondent understands that this Consent Agreement does not constitute a
14 dismissal or resolution of any other matters currently pending before the Board, if any,
15 and does not constitute any waiver, express or implied, of the Board's statutory authority
16 or jurisdiction regarding any other pending or future investigation, action or proceeding.

17 8. Respondent also understands that acceptance of this Consent Agreement does
18 not preclude any other agency, subdivision, or officer of this State from instituting any
19 other civil or criminal proceedings with respect to the conduct that is the subject of this
20 Consent Agreement.

21 9. Respondent acknowledges and agrees that, upon signing this Consent
22 Agreement and returning this document to the Board's Executive Director, he may not
23 revoke his acceptance of the Consent Agreement or make any modifications to the
24 document regardless of whether the Consent Agreement has been signed on behalf of the
25 Board. Any modification to this original document is ineffective and void unless
26 mutually agreed by the parties in writing.

27 10. This Consent Agreement is subject to the approval of the Board and is
28 effective only when accepted by the Board and signed on behalf of the Board. If the

1 Board does not accept this Consent Agreement, the Board retains its authority to hold a
2 formal administrative hearing pursuant to A.R.S. § 32-128(E). In the event that the
3 Board does not approve this Consent Agreement, it is withdrawn and shall be of no
4 evidentiary value and shall not be relied upon nor introduced in any action by any party,
5 except that the parties agree that should the Board reject this Consent Agreement and this
6 case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced
7 by its review and discussion of this document or any records relating thereto.

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

11 12. Respondent understands that any violation of this Consent Agreement may
12 result in disciplinary action, including suspension or revocation of the registration under
13 A.R.S. § 32-150.

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

16 **FINDINGS OF FACT**

17 1. The Board is the duly constituted authority for the regulation and control of
18 the profession of Engineering and Architecture.

19 2. Respondent is not registered, nor has ever been registered with the Board as
20 an Engineer or Architect.

21 3. Respondent Firm is not registered, nor has ever been registered with the
22 Board.

23 4. On October 7, 2009, Respondent Firm was incorporated by Respondent, who
24 is listed as Manager and Statutory Agent, according to records of the Arizona
25 Corporation Commission.

26 5. On September 24, 2021, a complaint was submitted to the Board alleging
27 Respondent practiced or offered to practice engineering and architecture through
28 Respondent Firm's website. Additional allegations included that Respondent Firm may

1 have practiced or offered to practice a Board regulated profession without firm
2 registration and that Respondent may have advertised or displayed a device to indicate he
3 is qualified to practice a Board regulated profession without Board registration.

4 6. Respondent Firm's website (ALC Designers LLC.) specifically stated
5 Respondent Firm practices both "*architecture*" and "*solar electric engineering*" despite
6 lacking Board registration.

7 7. A July 21, 2016 written proposal by Respondent Firm, signed by
8 Respondent, offered "*design and engineering services for the design, engineering and*
9 *installation*" of a solar panel system for Alleger. The scope of services specifically
10 included electrical engineering to include "*design and calculations*" as well as structural
11 engineering that also included "*design and calculations*" associated with the solar panel
12 project for Alleger.

13 8. Respondent was involved in the preparation of engineering related
14 professional documents, dated September 5, 2016 that included the professional seal and
15 signature of a Registrant, an Electrical Engineer. The professional seal and signature of
16 the Registrant was specifically placed by Respondent, rather than Registrant. The
17 professional documents included: Array Layout, Array Detail Inverter 1-3, One-Line
18 Electrical Diagram, Three Line Electrical Diagram and Safety Label Diagram. All five
19 documents included the professional seal and signature of a Registrant, however the seals
20 and signatures were actually affixed by Respondent and not the Registrant.

21 9. Professional Documents were produced by Respondent Firm on September 5,
22 2016 despite lacking Board registration. Respondent Firm logo and information were
23 included on the professional documents.

24 10. On February 16, 2022, Respondent admitted to using the professional seal
25 and signature of the Registrant on less than ten professional documents.

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. § 32-106.02(A), A.R.S. § 32-121 and A.R.S. § 32-145(1) in
3 that Respondent offered to practice and engaged in the practice of electrical engineering
4 without Board registration.

5 3. The conduct alleged in the Findings of Fact, constitutes grounds for
6 discipline pursuant to A.R.S. § 32-145(4) in that Respondent used the professional seal of
7 a registrant in the preparation of related professional documents.

8 4. The conduct alleged in the Findings of Fact, constitutes grounds for
9 discipline pursuant to A.R.S. § 32-145(2) in that Respondent advertised he is qualified to
10 practice a Board regulated profession without Board registration.

11 5. The conduct alleged in the Findings of Fact, constitutes grounds for
12 discipline pursuant to A.R.S. § 32-121 and A.R.S. § 32-141 in that Respondent Firm
13 practiced or offered to practice a Board regulated profession without firm registration.

14 **ORDER**

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

17 1. CIVIL PENALTY. Within Six (6) months from the effective date of this
18 Consent Agreement, Respondent shall pay a civil penalty of Two Thousand Five
19 Hundred Dollars (\$2,500.00) to be submitted to the Board by cashier's check or money
20 order made payable to the Arizona State Board of Technical Registration, according to
21 the provisions of A.R.S. § 32-106.02(A).

22 2. COST OF INVESTIGATION. Within Thirty (30) days from the effective
23 date of this Consent Agreement, Respondent shall pay the cost of investigation of this
24 case to the Board in the amount of Six Hundred Sixty Seven Dollars (\$667.00) by
25 certified check or money order made payable to the State of Arizona Board of Technical
26 Registration, according to the provisions of A.R.S. § 32-128(H).

27 3. OBEY ALL LAWS. Respondent shall obey all federal, state and local laws,
28 related to the practice of Engineering and Architecture in the State of Arizona. The

1 Board shall consider any violation of this paragraph to be a separate violation of the
2 statutes governing the Arizona Board of Technical Registration.

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

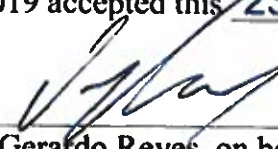
6 5. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with
7 complying with this Consent Agreement.

8 6. NONCOMPLIANCE. If Respondent violates this Order in any way or fails
9 to fulfill the requirements of this Order, the Board may seek a Petition for Injunction in
10 accordance with the provisions set forth in A.R.S. § 32-106.01.

11 ACCEPTED and ORDERED this 24 day of MARCH, 2022.

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14 
15 Jack Gilmore, L.A., Chairman
16 Arizona State Board of
17 Technical Registration

18 Consent Agreement and Order, No. P22-019 accepted this 23 day of
19 March, 2022.

20
21 
22 Gerardo Reyes, on behalf of himself
23 And ALC Designers, LLC.,
24 Respondents

25 **ORIGINAL** filed this 25th day of
26 March, 2022, with:

27 Arizona State Board of Technical Registration
28 1110 W. Washington, Suite 240
Phoenix, AZ 85007

COPY of the foregoing mailed via Certified Mail
No. 9214 8701 9434 4600 0872 21 and

1 First Class mail this 25th day of March, 2022, to:

2 Gerardo Reyes, ALC Designers LLC.
3 10222 W. Daley Ln. Peoria, AZ. 85383

4
5 By: _____

6 GM Rachel BTR Investigator

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