

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 (as defined in A.R.S. § 41-158.18) upon acceptance by the Board of this
6 Consent Agreement and may be retained in the Board's files pertaining to this matter.

7 6. Respondent understands this Consent Agreement deals with Board case
8 number P16-013 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2 Board does not approve this Consent Agreement, it is withdrawn and shall be of no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.

19 3. On August 24, 2015, Board staff received a complaint regarding Respondent
20 holding himself out as a mechanical engineer without being registered with the Arizona
21 Board of Technical Registration.

22 4. In a letter to Board Staff dated September 14, 2015, Respondent stated he is
23 working under the exception clause for services provided on residential projects.

24 5. On Respondent's LinkedIn account, he describes himself as a mechanical and
25 HVAC engineer.

26 6. Board records show no indication that Respondent has ever applied for
27 registration as a Registered Engineer or an Engineer in Training.

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1 CONCLUSIONS OF LAW

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

3 2. Pursuant to A.R.S. § 32-121, a person desiring to practice any board
4 regulated profession must obtain a registration.

5 3. Pursuant to A.R.S. § 32-145, it is unlawful for any person to practice, offer to
6 practice or by any implication hold himself out as qualified to practice any board
7 regulated profession or occupation if the person is not registered.

8 4. The conduct alleged in the Findings of Fact constitutes grounds for discipline
9 against Respondent pursuant to A.R.S. § 32-106.2 (authorizing the Board to impose
10 discipline against non-registrants for unregistered practice).

11 ORDER

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

14 1. ASSURANCE OF DISCONTINUANCE. Respondent shall not practice, offer
15 to practice, or by any implication hold itself out as qualified to practice Engineering as
16 defined by A.R.S. § 32-101.B(17)(18) until such time as the Respondent is registered by
17 the Board and is in full compliance with the Board's Statutes and Rules.


18 2. CIVIL PENALTY. The Respondent shall pay a civil penalty of Two Hundred
19 Fifty Dollars (\$250.00) within four (4) months 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. § 32-128(A)(3). Monthly payments of Sixty Two Dollars and
22 Fifty cents (\$62.50) shall be paid by the first of each month.

23 3. COST OF INVESTIGATION. Respondent shall pay cost of investigation in
24 the amount of One Hundred Seventy Five Dollars (\$175.00) within four (4) months to the
25 Board by Cashier's check or money order made payable to the State of Arizona Board of
26 Technical Registration, according to the provisions of A.R.S. § 32-128(H). Monthly
27 payments of Forty Three Dollars and Seventy Five cents (\$43.75) shall be paid by the
28 first of each month.

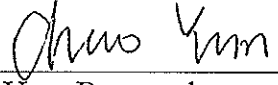
1 4. EFFECTIVE DATE. The effective date of this Consent Agreement is the date
2 the Respondent and Board sign the Consent Agreement. If the dates are different, the
3 effective date is the later of the two dates.

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

6
7 ACCEPTED and ORDERED this 20 day of OCTOBER, 2015.

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10 
11 Edward T. Marley, Chairman
12 Arizona State Board of
13 Technical Registration

14 Consent Agreement and Order, No. P16-013 accepted this 25th day of
15 September, 2015.

16
17 
18 Chao Yan, Respondent

19 ORIGINAL filed this 27 day of
20 OCTOBER, 2015, with:

21 Arizona State Board of Technical Registration
22 1110 W. Washington, Suite 240
23 Phoenix, AZ 85007

24 COPY of the foregoing mailed via Certified Mail
25 No. 7015 1660 0000 1489 5047 and
26 First Class mail this 2 day of NOVEMBER, 2015, to:

27 Chao Yan
28 11801 N. Tatum Blvd #229
Phoenix, AZ 85028

By: 