

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

3  
4 **In the Matter of:**

**Case No.: P17-045**

5 **CHRISTOPHER DEPRIMA, P.E. (Civil)**  
6 **REGISTRATION NO. 48220**

**CONSENT AGREEMENT**  
**And ORDER**

7                                   **Respondent**  
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10           In the interest of a prompt and judicious resolution of the above-captioned matter  
11 before the Arizona State Board of Technical Registration (“Board”) and consistent with  
12 the public interest, statutory requirements, and the responsibilities of the Board, and  
13 pursuant to A.R.S. § 32-101 et seq., and A.A.C. R4-30-120(G), the undersigned party,  
14 Christopher DePrima (“Respondent”), holder of Registration No. 48220, P.E. (Civil), and  
15 the Board enter into the following Consent Agreement and Order as a final disposition of  
16 this matter.

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18                                   **RECITALS**

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

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

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

4.       Respondent acknowledges and agrees that, upon signing this Consent Agreement

1 and returning an original or copy of this document to the Board's Executive Director or  
2 Counsel, he may not revoke his acceptance of the Consent Agreement or make any  
3 modifications to the document regardless of whether the Consent Agreement has been  
4 signed on behalf of the Board. Any modification to this original document is ineffective  
5 and void unless mutually agreed by the parties in writing.

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

8 6. The Consent Agreement, any record prepared in this matter, all investigative  
9 materials prepared or received by the Board and all related exhibits and materials, are  
10 public records (as defined in A.R.S. § 41-151.18) upon acceptance by the Board of this  
11 Consent Agreement and may be retained in the Board's files pertaining to this matter.

12 7. Respondent understands this Consent Agreement deals with Board case number  
13 P17-045 involving allegations that Respondent engaged in conduct that would subject  
14 him to discipline under the Board's statutes and rules. The investigation into these  
15 allegations against Respondent shall be concluded upon the Board's adoption of this  
16 Consent Agreement.

17 8. Respondent understands that this Consent Agreement does not constitute a  
18 dismissal or resolution of any other matters currently pending before the Board, if any,  
19 and does not constitute any waiver, express or implied, of the Board's statutory authority  
20 or jurisdiction regarding any other pending or future investigation, action or proceeding.

21 9. Respondent also understands that acceptance of this Consent Agreement does not  
22 preclude any other agency, subdivision, or officer of this State from instituting any other  
23 civil or criminal proceedings with respect to the conduct that is the subject of this  
24 Consent Agreement.

25 10. This Consent Agreement is subject to the approval of the Board and is effective  
26 only when accepted by the Board and signed on behalf of the Board. In the event that the  
27 Board does not approve this Consent Agreement, it is withdrawn and shall be of no  
28 evidentiary value and shall not be relied upon nor introduced in any action by any party.

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

4 12. Respondent agrees that the Board will adopt the following Findings of Fact,  
5 Conclusions of Law and Order.

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7 **FINDINGS OF FACT**

8 1. The Board is the duly constituted authority for the regulation and control of the  
9 practice of Engineering in the State of Arizona.

10 2. Respondent is the holder of Arizona Professional Engineer (Civil) Registration  
11 No. 48220.

12 3. On or about July 14, 2016, during a Board Staff investigation of a Complaint  
13 against David Madrid (“Madrid”) for non-registrant practice of engineering in P16-072,  
14 Madrid notified Board Staff that Respondent signs and seals professional documents  
15 prepared by Madrid.

16 4. On or about July 21, 2016, Board Staff received a written statement and a resume  
17 from Madrid. In his statement, Madrid wrote that he pays and has paid Arizona  
18 engineers to review his plans and work. On his resume, Madrid listed his current  
19 employment as Civil Engineering Design Consultant in Glendale, Arizona. Madrid did  
20 not list Respondent anywhere on his resume as an employer.

21 5. Included with the resume was a letter dated July 21, 2016, in which Madrid wrote  
22 he is seeking employment based upon his experience in engineering and surveying.

23 6. On or about August 5, 2016, Board Staff spoke with Madrid by telephone about  
24 his professional relationship with Respondent. Madrid informed Board Staff that he  
25 receives much of his professional work from advertisements on the internet, and that after  
26 he finishes work he sends Respondent a PDF version of the work for Respondent to  
27 review. Madrid stated Respondent either signs and seals Madrid’s work or allows  
28 Madrid to use Respondent’s electronic stamp to seal his own work product. Madrid

1 further explained he pays Respondent for this service. Madrid further stated he is not an  
2 employee of Respondent.

3 7. On or about August 29, 2016, Board Staff spoke with Respondent by telephone.  
4 Respondent stated he has known Madrid since 2007 and they formerly worked together at  
5 an engineering firm. Respondent stated he and Madrid have worked on projects together,  
6 and that he has reviewed, signed, and sealed Madrid's work. Respondent acknowledged  
7 Madrid has sent PDF files that Respondent reviewed and sealed on projects in which  
8 Madrid was working independently. Respondent further stated that he has allowed  
9 Madrid to use Respondent's electronic stamp to seal professional documents prepared by  
10 Madrid. Respondent denied Madrid was an employee, and confirmed that Madrid has  
11 paid Respondent to sign and seal Madrid's work product. Respondent additionally  
12 confirmed he is aware Madrid is not registered with the Board.

13 8. On October 25, 2016, the Board reviewed the Complaint against Madrid and,  
14 after review, the Board opened an investigation against Respondent.

15 9. Board staff attempted to hold an investigative interview with Respondent prior to  
16 the February Board meeting; Respondent initially agreed to attend the investigative  
17 interview, but ultimately refused.

18 10. On Tuesday, February 28, 2017, the Board voted to offer Respondent a Consent  
19 Agreement with an expiration of 30 days from the date of the vote if not entered into by  
20 Respondent. Respondent did not attend the February 28, 2017 Board meeting.

21 11. Respondent did not enter into the Consent Agreement offered February 28, 2017,  
22 and the offer expired.

23 12. Respondent did attend the March 28, 2017 Board meeting to address the Board  
24 regarding the allegations, and to insist that Madrid is a bona fide employee. In response  
25 to Board questions, however, Respondent refused to answer whether he paid Madrid as  
26 an employee.

27 13. As a result of the investigation of Respondent, on March 28, the Board voted  
28 Respondent to a Complaint/ Notice of Hearing at the Office of Administrative Hearings,

1 and a Complaint/ Notice of Hearing was subsequently filed.

2 14. At the June 27, 2017, Board Meeting, the Board found in P16-072 that Madrid  
3 "...is not employed by (Respondent), but that he pays (Respondent) to review and sign  
4 his work." The Board additionally found that Madrid paid Respondent to use  
5 Respondent's electronic stamp to sign and seal Madrid's work.

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7 **CONCLUSIONS OF LAW**

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

9 2. The conduct alleged above constitutes grounds for revocation pursuant to A.R.S. §  
10 32-128(C)(3) in that Respondent aided and abetted the practice of an unregistered person.

11 3. The conduct alleged above constitutes grounds for revocation pursuant to A.R.S. §  
12 32-128(C)(4) as it relates to R4-30-301(16) in that Respondent signed and sealed  
13 professional documents that were not prepared by the Respondent or the Respondent's  
14 bona fide employee.

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1 **ORDER**

2 Based on the adopted modified Findings of Fact and adopted Conclusions of Law,  
3 the Board issues the following Order:

4 1. **REVOCATION.** As of the Effective Date of this Order, Respondent's Arizona  
5 Professional Engineer (Civil) Registration No. 48220 is revoked.

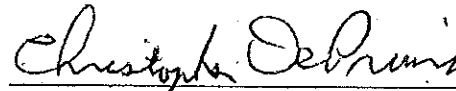
6 2. **EFFECTIVE DATE.** This Order is effective on the date the Consent Agreement  
7 is signed by the Board and Respondent. If the Consent Agreement is signed by different  
8 parties on different dates, the later date is the effective date.

9 3. **FEES AND COSTS.** Each party agrees to pay its own attorney's and expert's  
10 fees and costs.  
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13 ACCEPTED and ORDERED this 29<sup>th</sup> day of August, 2017.

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17 Jason Madison, Chairman  
18 Arizona State Board of  
19 Technical Registration

20 ACCEPTED this 28 day of JULY, 2017.

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23 Christopher DePrima, Respondent  
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1 ORIGINAL filed this \_\_\_\_\_ day of

2 \_\_\_\_\_, 2017, with:

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

5 COPY of the foregoing mailed via Certified Mail  
6 No. \_\_\_\_\_ and

7 First Class mail this \_\_\_\_\_ day of \_\_\_\_\_, 2017, to:

8 Christopher DePrima  
9 672 E. Gail Drive  
Chandler, AZ 85225  
cdeprima@yahoo.com

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11 By: \_\_\_\_\_

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