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

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In the Matter of:

**Rene Rivera
Non-Registrant**

Respondent

**Case Nos.: P17-103 &
P17-093**

**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, Rene Rivera, Non-Registrant, (“Respondent”) 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.

RECITALS

1. 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.

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

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

4. Respondent understands that this Consent Agreement or any part of the

1 agreement may be considered in any future disciplinary action by the Board against him.

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

6 6. Respondent understands this Consent Agreement deals with Board case
7 numbers P17-103 and P17-093 involving allegations that Respondent engaged in conduct
8 that would subject him to discipline under the Board's statutes and rules. The
9 investigation into these allegations against Respondent shall be concluded upon the
10 Board's adoption of this Consent Agreement.

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

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

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

25 10. This Consent Agreement is subject to the approval of the Board and is
26 effective only when accepted by the Board and signed on behalf of the Board. If the
27 Board does not accept this Consent Agreement, the Board retains its authority to hold a
28 formal administrative hearing pursuant to A.R.S. § 32-128(E). In the event that the

1 Board does not approve this Consent Agreement, it is withdrawn and shall be of no
2 evidentiary value and shall not be relied upon nor introduced in any action by any party,
3 except that the parties agree that should the Board reject this Consent Agreement and this
4 case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced
5 by its review and discussion of this document or any records relating thereto.

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

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

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

14 **FINDINGS OF FACT**

15 1. The Board is the duly constituted authority for the regulation and control of
16 the profession of Architecture.

17 2. Respondent is not registered with the Board as an Architect.

18 3. On April 17, 2017, the Board received a complaint alleging that Respondent
19 displayed to the public that he is an Architect on his LinkedIn page.

20 4. On May 11, 2017, Board staff reviewed the LinkedIn account of the
21 Respondent. Staff observed the title of Architect used on Respondent's LinkedIn page.

22 5. On June 12, 2017, the Board received a second complaint alleging that
23 Respondent represented himself to a client that he was an Architect and used the title of
24 Architect on a business card.

25 6. On June 26, 2017, Board staff reviewed documents provided by Alleger
26 which included Respondent's business card. Staff observed the title of
27 "Partner/Architect" under Respondent's name on the business card.

28 7. On August 10, 2017, Board staff spoke with Respondent who stated that he

1 understood that the use of Architect on his business card would give an impression to the
2 public that he was an Arizona Registered Architect. Respondent stated that he would
3 remove the title Architect from his business card. Respondent also stated he would
4 remove the title of Architect from his LinkedIn account.

5 **CONCLUSIONS OF LAW**

6 1. The Board has jurisdiction in this matter pursuant to A.R.S. § 32-101, et seq,
7 including A.R.S. § 32-106.02(A).

8 2. 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 or displayed a
10 device that may indicate to the public that he is registered or qualified to practice a Board
11 regulated profession without registration.

12 **ORDER**

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

15 1. ASSURANCE OF DISCONTINUANCE. Respondent shall not practice,
16 offer to practice, or by any implication hold itself out as qualified to practice Architecture
17 as defined by A.R.S. § 32-101.B(7) until such time as the Respondent is registered by the
18 Board and is in full compliance with the Board's Statutes and Rules.

19 2. CIVIL PENALTY. Within Sixty (60) days from the effective date of this
20 Consent Agreement, Respondent shall pay a civil penalty of Five Hundred Dollars
21 (\$500.00). Payments are to be submitted to the Board by cashier's check or money order
22 made payable to the Arizona State Board of Technical Registration, according to the
23 provisions of A.R.S. § 32-106.02(A).

24 3. COST OF INVESTIGATION. Within Thirty (30) days from the effective
25 date of this Consent Agreement, Respondent shall pay the cost of investigation of this
26 case to the Board in the amount of One Hundred Seventy One Dollars (\$171.00) by
27 certified check or money order made payable to the State of Arizona Board of Technical
28 Registration, according to the provisions of A.R.S. § 32-128(H).

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

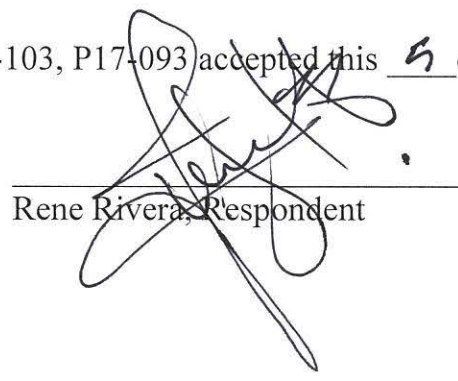
4 5. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with
5 complying with this Consent Agreement.

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

9 ACCEPTED and ORDERED this 25 day of Sept, 2017.

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11 
12 Jason Madison, Chairman
13 Arizona State Board of
14 Technical Registration

15 Consent Agreement and Order, No. P17-103, P17-093 accepted this 5 day of
16 SEP., 2017.

17 
18 Rene Rivera, Respondent

19 ORIGINAL filed this 28th day of
20 SEPTEMBER, 2017, 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. 9214 8901 7434 4600 0247 69 and
26 First Class mail this 28th day of SEPTEMBER, 2017, to:

27 Rene Rivera
28 1570 S. Sabino Ct.
Gilbert, AZ 85296

By: 