

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

3 **In the Matter of:**

Case No.: P17-097

4 **Rudy Carrillo**  
5 **Non-Registrant**

**CONSENT AGREEMENT**  
**and**  
**ORDER OF DISCIPLINE**

6                                   **Respondent**  
7

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 Rudy Carrillo Non-Registrant, (“Respondent”) and the Board enter into the following  
14 Recitals, Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a  
15 final disposition of this matter.

16                                   **RECITALS**

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

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

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

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 P17-097 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 profession of Engineering in the State of Arizona.

18 2. Respondent is not registered with the Board as an Engineer.

19 3. On May 15, 2017, Board staff received a complaint alleging that Respondent  
20 fraudulently applied the seal and signature of Michael Tobin, P.E. (Mechanical) #30836 on  
21 mechanical engineering plans for the MSR-FSR New Site project in Chandler, Arizona.

22 4. On May 19, 2017, Board staff spoke with Respondent who admitted that he  
23 did apply Michael Tobin's seal and signature to plans related to the MSR-FSR  
24 engineering project without Tobin's knowledge. Respondent further stated that he has  
25 known Michael Tobin since 2012, and has worked under his supervision on other  
26 engineering projects while he was employed at the firm, Engineering Design Company.  
27 Respondent further stated that he has used the CAD stamp of Michael Tobin without his  
28 permission on other projects in the past.

1 5. Respondent practiced engineering without registration with the Board during  
2 the month of April 2017, while working on the MSR-FSR New Site project.

3 6. On May 22, 2017, Board staff spoke with Michael Tobin who stated that he  
4 became aware of the unauthorized use of his seal after he received a call from a vendor  
5 who needed clarification on the mechanical engineering plans for the MSR-FSR New  
6 Site project prepared by Respondent. Tobin further stated that he did not give permission  
7 for Respondent to use his CAD seal.

8 7. On July 28, 2017, Board staff received a written statement from the  
9 Respondent who admitted that he did apply the seal and signature of Michael Tobin to  
10 professional plans for the MSR-FSR New Site project without the permission or  
11 knowledge of Michael Tobin. Respondent further admitted that he engaged in the  
12 practice of mechanical engineering by preparing plans for the project.

13 8. On August 3, 2017, Board staff spoke to Michael Tobin who stated it was his  
14 belief that the Respondent accessed his CAD seal thru the company computer system at  
15 Engineering Design Company because the owner, Jay Clary, keeps Tobin's CAD seal on  
16 a server and that the Respondent was allowed to access the server by Clary. Tobin stated  
17 that he suspects that his seal has been used in the past without his permission by the  
18 Respondent with consent of Clary. Michael Tobin also stated that he does not know the  
19 Respondent, and that the Respondent has never done any work under his supervision.

20 9. On August 9, 2017, Board staff had a telephone conversation with  
21 Respondent in which he verified that he was able to access Michael Tobin's CAD seal  
22 from the computer server at Engineering Design Company, through Clary. Respondent  
23 denied that he used Tobin's seal on any other projects.

24  
25 **CONCLUSIONS OF LAW**

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

28 2. The conduct alleged in the Findings of Fact, constitutes grounds for

1 discipline pursuant to A.R.S. § 32-145(1), in that Respondent practiced the profession of  
2 engineering without Board registration.

3 3. The conduct alleged in the Findings of fact constitutes grounds for discipline  
4 pursuant to A.R.S. 32-145(4), in that Respondent used the seal, signature and registration  
5 of Michael Tobin, P.E. (Mechanical) # 30836 on a professional document.

6 **ORDER**

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

9 1. ASSURANCE OF DISCONTINUANCE. Respondent shall not practice,  
10 offer to practice, or by any implication hold itself out as qualified to practice Engineering  
11 as defined by A.R.S. § 32-101.B(11) until such time as the Respondent is registered by  
12 the Board and is in full compliance with the Board's Statutes and Rules.

13 2. CIVIL PENALTY. Within Ninety (90) days from the effective date of this  
14 Consent Agreement, Respondent shall pay a civil penalty of Four Thousand Dollars  
15 (\$4,000.00) to the Board by cashier's check or money order made payable to the Arizona  
16 State Board of Technical Registration, according to the provisions of A.R.S. § 32-  
17 106.02(A).

18 3. COST OF INVESTIGATION. Within Ninety (60) days from the effective  
19 date of this Consent Agreement, Respondent shall pay the cost of investigation of this  
20 case to the Board in the amount of Six Hundred and Ninety-Five Dollars (\$695.00) by  
21 certified check or money order made payable to the State of Arizona Board of Technical  
22 Registration, according to the provisions of A.R.S. § 32-128(H).

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

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

28 6. NONCOMPLIANCE. If Respondent violates this Order in any way or fails

1 to fulfill the requirements of this Order, the Board may seek a Petition for Injunction in  
2 accordance with the provisions set forth in A.R.S. § 32-106.01.

3 ACCEPTED and ORDERED this 26 day of October, 2017.

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7 Alejandro Angel, Chairman  
8 Arizona State Board of  
9 Technical Registration

9 Consent Agreement and Order, No. P17-097 accepted this 26 day of  
10 October, 2017.

11   
12 \_\_\_\_\_  
13 Rudy Carrillo, Respondent

12 ORIGINAL filed this 26<sup>th</sup> day of  
13 OCTOBER, 2017, with:

14 Arizona State Board of Technical Registration  
15 1110 W. Washington, Suite 240  
16 Phoenix, AZ 85007

17 COPY of the foregoing mailed via Certified Mail  
18 No. 9214 8901 9434 4600 0260 60 and  
19 First Class mail this 26 day of OCTOBER, 2017, to:

20 Rudy Carrillo  
21 2027 W. Osborne Rd  
22 Phoenix, AZ 85015

23 By:   
24 \_\_\_\_\_  
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