

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

3 **In the Matter of:**

**Case No.: P18-025**

4 **Joshua Drake**  
5 **Non-Registrant**

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

6 **JP Drake Enterprises, LLC**  
7 **Non-Registrant Firm**

8 **Respondents**

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 Joshua Drake, Non-Registrant, (“Respondent”) and JP Drake Enterprises, LLC, Non-  
14 Registrant, (“Respondent Firm”) and the Board enter into the following Recitals,  
15 Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final  
16 disposition of this 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 P18-025 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 in the state of Arizona.

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

20 3. Respondent Firm (JP Drake Enterprises, LLC) is not registered with the  
21 Board.

22 4. On or about March 20, 2017, Respondent and Respondent Firm provided  
23 professional Engineering services related to the Immanuel Lutheran Church project,  
24 Sierra Vista, AZ.

25 5. In or around April 2017, Respondent solicited Lloyd Rogers, P.E. (Civil)  
26 who agreed to sign and stamp respondent's plans.

27 6. On or about April 5, 2017, Respondent submitted the Immanuel Lutheran  
28 Church project plans to Lloyd Rogers, P.E. (Civil) for review.

1 7. On or about April 9, 2017, Respondent submitted unstamped project plans  
2 which displayed Respondent Firm in the title block, to the City of Sierra Vista.

3 8. On or about May 8, 2017, Respondent Firm's website was launched and  
4 displayed "Arizona Mechanical Engineer" and "Professional Engineer."

5 9. On or about July 18, 2017, Respondent submitted the updated Immanuel  
6 Lutheran project plans to Lloyd Rogers, P.E. (Civil) to be reviewed and stamped.

7 10. On or about July 21, 2017, Respondent submitted the Immanuel Lutheran  
8 Church project with Lloyd Roger's stamp and signature, and Respondent Firm in the title  
9 block to the City of Sierra Vista.

10 11. On or about August 6, 2017, Respondent submitted the Immanuel Lutheran  
11 Church project to Lloyd Roger's to be re-stamped with Lloyd Roger's Firm in the title  
12 block.

13 12. On or about August 8, 2017, Respondent submitted the Immanuel Lutheran  
14 Church project plans with Lloyd Roger's stamp and signature, and Lloyd Roger's Firm  
15 title block to the City of Sierra Vista.

16 13. On September 26, 2017, the Board received a complaint alleging that  
17 Respondent advertised mechanical engineering services on a business website and on  
18 which he displayed the title Professional Engineer without registration with the Board. It  
19 is further alleged that Respondent Firm advertised the practice of engineering on a  
20 business website without registration with the Board.

21 14. On or about October 10, 2017, Respondent used the title of Mechanical  
22 Engineer in an email correspondence to Board staff.

23 **CONCLUSIONS OF LAW**

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

26 2. The conduct alleged in the Findings of Fact, constitutes grounds for  
27 discipline pursuant to A.R.S. § 32 -145(1), in that Respondent practiced or offered to  
28 practice a Board regulated profession without Board registration.

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

5 4. The conduct alleged in the Findings of Fact, constitutes grounds for  
6 discipline pursuant to A.R.S. § 32-145(3), in that Respondent used the title of  
7 Professional Engineer without Board registration

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

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,  
15 offer to practice, or by any implication hold itself out as qualified to practice Engineering  
16 as defined by A.R.S. § 32-101(B)(11) until such time as the Respondent is registered by  
17 the Board and is in full compliance with the Board's Statutes and Rules. Respondent  
18 Firm, shall not engage in the practice, offer to practice or by any implication hold itself  
19 out as qualified to practice engineering as defined by A.R.S. § 32-101(B)(11), and shall  
20 not display any card, sign or other device that may indicate to the public that it is a  
21 registered professional engineering firm or is qualified to practice as such in the State of  
22 Arizona until such time as the Respondent firm has been granted registration by the  
23 Board or is in full compliance with the Board's Statues and Rules.

24 2. **CIVIL PENALTY.** Within Twelve (12) months from the effective date of  
25 this Consent Agreement, Respondent shall pay a civil penalty of One Thousand Dollars  
26 (\$1000.00). Payments of Eighty-Five Dollars (\$85.00) for Eleven (11) months and Sixty-  
27 Five dollars (\$65.00) for the Twelfth (12) month are to be submitted to the Board by  
28 cashier's check or money order made payable to the Arizona State Board of Technical

1 Registration, according to the provisions of A.R.S. § 32-106.02(A).

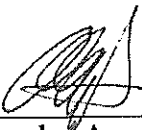
2 3. COST OF INVESTIGATION. Within Thirty (30) days from the effective  
3 date of this Consent Agreement, Respondent shall pay the cost of investigation of this  
4 case to the Board in the amount of Four Hundred and Fifty-One Dollars (\$451.00) by  
5 certified check or money order made payable to the State of Arizona Board of Technical  
6 Registration, according to the provisions of A.R.S. § 32-128(H).

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


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

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

15 ACCEPTED and ORDERED this 1 day of May, 2018.

16  
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19 \_\_\_\_\_  
Alejandro Angel, P.E., Chairman  
20 Arizona State Board of  
Technical Registration

21  
22 Consent Agreement and Order, No. P18-025 accepted this 21<sup>st</sup> day of  
April, 2018.

23  
24   
25 \_\_\_\_\_  
Joshua Drake, and on behalf of  
26 JP Drake Enterprises, LLC,  
Respondents

27 ORIGINAL filed this 3<sup>rd</sup> day of  
28 MAY, 2018, with:

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

3 **COPY** of the foregoing mailed via Certified Mail  
4 No. 9214 8901 9434 4600 0355 43 and  
5 First Class mail this 3<sup>rd</sup> day of MAY, 2018, to:

6 Joshua Drake  
7 JP Drake Enterprises, LLC  
2031 W. Cougar Pl.  
8 Huachuca City, AZ 85616

9 By:  \_\_\_\_\_

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**INDIVIDUAL ACKNOWLEDGMENT**



State/Commonwealth of ARIZONA  
County of COCHISE } ss.

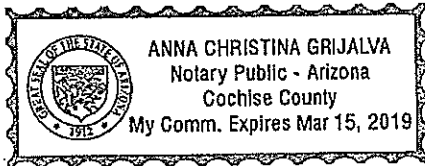
On this the 24th day of April, 2018, before me,  
Anna Christina Grijalva, the undersigned Notary Public,  
Name of Notary Public  
personally appeared Joshua Paul Drake  
Name(s) of Signer(s)

personally known to me - OR -

proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.



Place Notary Seal/Stamp Above

Anna Christina Grijalva  
Signature of Notary Public  
Anna Christina Grijalva  
03/15/2019  
Any Other Required Information  
(Printed Name of Notary, Expiration Date, etc.)

**OPTIONAL**

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Before The Arizona State Board of Technical Registration  
Document Date: 04/24/2018 Number of Pages: 8  
Signer(s) Other Than Named Above: NONE

