

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

3 **In the Matter of:**

Case No.: P18-063

4 **Lloyd Rogers**
5 **Profession Engineer**
6 **Registration No. 17927**

CONSENT AGREEMENT
and
ORDER OF DISCIPLINE

7 **Respondent**

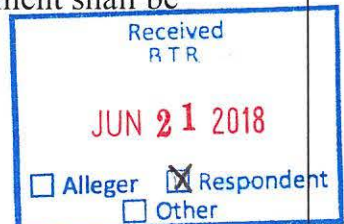
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9 In the interest of a prompt and judicious resolution of the above-captioned matter
10 before the Arizona State Board of Technical Registration (“Board”) and consistent with
11 the public interest, statutory requirements, and the responsibilities 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 Lloyd Rogers (“Respondent”), holder of Registration No. 17927, and the Board enter into
14 the following Recitals, Findings of Fact, Conclusions of Law and Order (“Consent
15 Agreement”) as a 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 P18-063 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 Professional Engineering in the State of Arizona.

18 2. Respondent is the holder of Arizona Professional Engineer (Civil)
19 Registration No. 17927.

20 3. At its March 27, 2018 meeting, the Board directed Staff to investigate
21 Respondent for signing and sealing engineering design plans that were prepared by
22 Joshua Drake, a non-registrant. The plans were related to the Immanuel Lutheran Church
23 project in Sierra Vista, AZ. (P18-025)

24 4. In or around April of 2017, Mr. Drake solicited Respondent who agreed to
25 sign and stamp his plans.

26 5. On August 1, 2017, Respondent stamped and signed plans prepared by J.D.
27 Drake Enterprises, as noted in the title block. Respondent is not an employee of J.D.
28 Drake.

1 Hundred Twenty-Five Dollars (\$125.00) shall be paid to the Board by the first of each
2 month.

3 4. COST OF INVESTIGATION. Within thirty (30) days from the effective date
4 of this Consent Agreement, Respondent shall pay the cost of investigation of this case to
5 the Board in the amount of One Hundred Seventy-Six Dollars (\$176.00) by certified
6 check or money order made payable to the State of Arizona Board of Technical
7 Registration, according to the provisions of A.R.S. § 32-128(H).

8 5. OBEY ALL LAWS. During the probationary period, Respondent shall obey
9 all federal, state and local laws, as well as, all rules governing the practice of Engineering
10 in the State of Arizona. The Board shall consider any violation of this paragraph to be a
11 separate violation of the rules and statues governing the Arizona Board of Technical
12 Registration. The Board may also consider Respondent's non-compliance with this
13 Order as a separate violation of A.R.S. § 32-150.

14 6. EFFECTIVE DATE. The effective date of this Consent Agreement is the
15 date the Respondent and Board sign the Consent Agreement. If the dates are different, the
16 effective date is the later of the two dates.

17 7. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with
18 complying with this Consent Agreement.


19 8. NONCOMPLIANCE. If Respondent violates this Order in any way or fails
20 to fulfill the requirements of this Order, the Board, after giving notice and the opportunity
21 to be heard, may revoke, suspend or take other disciplinary actions against the
22 registration. The issue at such a hearing will be limited solely to whether this Order has
23 been violated.

24 ACCEPTED and ORDERED this 28 day of August, 2018.

25
26 
27 _____
28 Alejandro Angel, P.E., Chairman
Arizona State Board of
Technical Registration

1 Consent Agreement and Order, No. P18-063 accepted this 18 day of

2 June, 2018.

3 
4 Lloyd Rogers, Respondent

5
6 ORIGINAL filed this 31 day of

7 August, 2018, with:

8
9 Arizona State Board of Technical Registration
10 1110 W. Washington, Suite 240
Phoenix, AZ 85007

11 COPY of the foregoing mailed via Certified Mail
12 No. _____ and

13 First Class mail this _____ day of _____, 2018, to:

14 Lloyd Rogers
15 P.O. Box 35699
Tucson, AZ 85740

16
17
18 By: 