

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

<p><b>In the Matter of:</b></p> <p><b>Lydia Reyes Non-Registrant</b></p> <p><b>Lydia Reyes Architectural Design Group, LLC Non-Registered Firm</b></p> <p style="text-align: right;"><b>Respondents</b></p>	<p style="text-align: center;"><b>Case No. P19-026</b></p> <p style="text-align: center;"><b>CONSENT AGREEMENT and ORDER OF DISCIPLINE</b></p>
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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, Lydia Reyes, Non-Registrant, (“Respondent”), Lydia Reyes Architectural Design Group, LLC, Non-Registrant Firm (“Respondent Firm”), 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.

1           4.       Respondent understands that this Consent Agreement or any part of the agreement  
2 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 public  
5 records (as defined in A.R.S. § 41-158.18) upon acceptance by the Board of this Consent  
6 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 number  
8 P19-026 involving allegations that Respondent engaged in conduct that would subject him to  
9 discipline under the Board's statutes and rules. The investigation into these allegations against  
10 Respondent shall be concluded upon the 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, and does  
13 not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction  
14 regarding any other pending or future investigation, action or proceeding.

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

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

23          10.       This Consent Agreement is subject to the approval of the Board and is effective  
24 only when accepted by the Board and signed on behalf of the Board. If the Board does not accept  
25 this Consent Agreement, the Board retains its authority to hold a formal administrative hearing  
26 pursuant to A.R.S. § 32-128(E). In the event that the Board does not approve this Consent  
27 Agreement, it is withdrawn and shall be of no evidentiary value and shall not be relied upon nor  
28 introduced in any action by any party, except that the parties agree that should the Board reject

1 this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that  
2 the Board was prejudiced by its review and discussion of this document or any records relating  
3 thereto.

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

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

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

11 **FINDINGS OF FACT**

12 1. The Board is the duly constituted authority for the regulation and control of the  
13 profession of Architecture in the State of Arizona.

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

15 3. Respondent Firm is not registered with the Board.

16 4. On or about November 14, 2018, the Board received a complaint alleging that  
17 Respondent and Respondent Firm engaged in the practice of architecture without Board  
18 registration on the Ham's Mare Motel project in Wickenburg, Arizona on or about May 10, 2017.  
19 Respondent was paid \$1,500.00 to provide professional services related to the design,  
20 development, and construction of a mare motel and detached shop, each totaling 4000 square  
21 feet.

22 5. On April 24, 2019, the Board's Enforcement Advisory Committee ("EAC")  
23 convened to review the complaint against Respondent. After reviewing the evidence and  
24 interviewing Respondent, the Committee determined Respondent practiced or offered to practice  
25 a Board regulated profession without Board registration and Respondent displayed a device that  
26 may indicate to the public that Respondent is qualified to practice a Board regulated profession.

27 6. During the April 24, 2019 EAC Meeting, Respondent acknowledged the following:

28 a. She tells her clients that she is an architect in Mexico.

- b. She displays her architect plaque from Mexico on her office wall.
- c. Respondent Firm name is misleading to the public.

7. Respondent Firm has the word "Architectural" in its name and Respondent's invoice has Respondent's Firm name on it, which can imply to the public that Respondent is qualified to practice a Board regulated profession.

#### CONCLUSIONS OF LAW

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

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

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

#### ORDER

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

1. CIVIL PENALTY. Within twelve (12) months from the effective date of this Consent Agreement, Respondent shall pay a civil penalty of One Thousand Dollars (\$1,000.00) Payments of Eighty Five Dollars (\$85.00) for eleven (11) months and Sixty Five Dollars (\$65.00) for the twelfth and final month are to be submitted to the Board by cashier's check or money order made payable to the Arizona State Board of Technical Registration, according to the provisions of A.R.S. § 32-106.02(A).

2. COST OF INVESTIGATION. Within sixty (60) days from the effective date of this Consent Agreement, Respondent shall pay the cost of investigation of this case to the Board in the amount of Five Hundred Seventy-Two Dollars (\$572.00) by certified check or money order made payable to the State of Arizona Board of Technical Registration, according to the provisions of A.R.S. § 32-128(H).

1           3.     OBEY ALL LAWS. Respondent shall obey all federal, state and local laws, related  
2 to the practice of Architecture in the State of Arizona. The Board shall consider any violation of  
3 this paragraph to be a separate violation of the statutes governing the Arizona Board of Technical  
4 Registration.

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

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

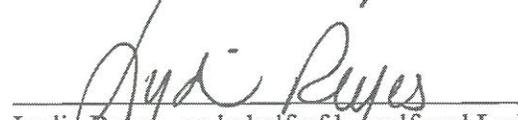
10          6.     NONCOMPLIANCE. If Respondent violates this Order in any way or fails to  
11 fulfill the requirements of this Order, the Board may seek a Petition for Injunction in accordance  
12 with the provisions set forth in A.R.S. § 32-106.01.

13           ACCEPTED and ORDERED this 28<sup>TH</sup> day of MAY 28, 2019.

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15 

16 Jason E. Foose, R.L.S., Chairman  
17 Arizona State Board of  
18 Technical Registration

19 Consent Agreement and Order, No. P19-026 accepted this 14 day of May, 2019.

20  
21 

22 Lydia Reyes, on behalf of herself and Lydia  
23 Reyes Architectural Design Group, LLC,  
24 Respondents  
25  
26  
27  
28

1 ORIGINAL filed this 30<sup>th</sup> day of

2 MAY, 2019, with:

3  
4 Arizona State Board of Technical Registration  
5 1110 W. Washington, Suite 240  
6 Phoenix, AZ 85007

7 COPY of the foregoing mailed via Certified Mail

8 No. 9214 8901 9434 4600 0556 02 and

9 First Class mail this 30<sup>th</sup> day of MAY, 2019, to:

10 Lydia Reyes  
11 Lydia Reyes Architectural Design Group, LLC  
12 501 E. Plaza Cir. Ste. A  
13 Litchfield Park, AZ 85340

14 By:  \_\_\_\_\_