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

<p>In the Matter of:</p> <p>Ricardo Jimenez Non-Registrant</p> <p>RJ Design Non-Registered Firm</p> <p style="text-align: right;">Respondent</p>	<p style="text-align: center;">Case No. P19-044</p> <p style="text-align: center;">CONSENT AGREEMENT and ORDER OF DISCIPLINE</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, Ricardo Jimenez, Non-Registrant, ("Respondent"), RJ Design, 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.
4. Respondent understands that this Consent Agreement or any part of the agreement

1 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 public
4 records (as defined in A.R.S. § 41-158.18) upon acceptance by the Board of this Consent
5 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 number
7 P19-044 involving allegations that Respondent engaged in conduct that would subject him to
8 discipline under the Board's statutes and rules. The investigation into these allegations against
9 Respondent shall be concluded upon the Board's adoption of this Consent Agreement.

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

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

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

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

1 the Board was prejudiced by its review and discussion of this document or any records relating
2 thereto.

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

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

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

10 **FINDINGS OF FACT**

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

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

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

15 4. On or about March 31, 2018, Respondent, Respondent Firm and the client entered
16 into a design contract agreement related to the Polar Ice Plaza Tenant Improvement project in
17 Buckeye, Arizona.

18 5. On or about July 2, 2018, Roger Plate, R.A., #08286 signed and stamped
19 Respondent's plans per Respondent and Mr. Plate's verbal agreement.

20 6. On or about March 13, 2019, the Board received a complaint alleging that
21 Respondent and Respondent Firm engaged in the practice of Architecture on the Polar Ice Plaza
22 Tenant Improvement project in Buckeye on or about July 2, 2018, without registration with the
23 Board.

24 7. Respondent's plans were prepared by Respondent and Respondent Firm based on
25 the title block which stated "drawn by RJ" and "RJ Design" on the architectural plans and then
26 signed and stamped by Roger Plate, R.A., #08286.

27 8. Respondent has failed to respond to all attempts of communication with the Board.

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1 **CONCLUSIONS OF LAW**

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

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

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

10 **ORDER**

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

13 1. **ASSURANCE OF DISCONTINUANCE.** Respondent and Respondent Firm shall
14 not practice, offer to practice, or by any implication hold themselves out as qualified to practice
15 as architecture as defined by A.R.S. § 32-101.B(6) until such time as the Respondents are
16 registered by the Board and is in full compliance with the Board's Statutes and Rules.

17 2. **CIVIL PENALTY.** Within Twelve (12) months from the effective date of this
18 Consent Agreement, Respondent shall pay a civil penalty of Three Thousand Dollars (\$3,000.00).
19 Respondent shall make quarterly payments of Seven Hundred Twenty-Five Dollars (\$750.00) by
20 cashier's check or money order made payable to the Arizona State Board of Technical
21 Registration, according to the provisions of A.R.S. § 32-106.02(A).

22 3. **COST OF INVESTIGATION.** Within Sixty (60) days from the effective date of
23 this Consent Agreement, Respondent shall pay the cost of investigation of this case to the Board
24 in the amount of Two Hundred Forty Dollars (\$240.00) by certified check or money order made
25 payable to the State of Arizona Board of Technical Registration, according to the provisions of
26 A.R.S. § 32-128(H).

27 4. **OBEY ALL LAWS.** Respondent shall obey all federal, state and local laws,
28 related to the practice of Architecture in the State of Arizona. The Board shall consider any

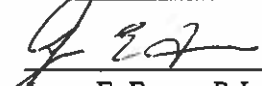
1 violation of this paragraph to be a separate violation of the statutes governing the Arizona Board
2 of Technical Registration.

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

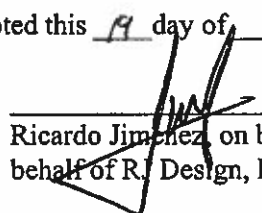
6 6. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with
7 complying with this Consent Agreement.

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

11 ACCEPTED and ORDERED this 26 day of MAY, 2020.

12 
13 _____
14 Jason E. Foose, R.L.S., Chairman
15 Arizona State Board of
16 Technical Registration

17 Consent Agreement and Order, No. P19-044 accepted this 19 day of MAY, 2020.

18 
19 _____
20 Ricardo Jimenez, on behalf of himself and on
21 behalf of R. Design, Respondents

22 ORIGINAL filed this 26 day of
23 MAY, 2020, with:

24 Arizona State Board of Technical Registration
25 1110 W. Washington, Suite 240
26 Phoenix, AZ 85007

27 COPY of the foregoing mailed via Certified Mail
28 No. 9214 8701 9434 4600 0699 68 and
First Class mail this 24 day of MAY, 2020, to:

Ricardo Jimenez
RJ Design
3748 E. Mare Court
Phoenix, AZ 85044

By: 