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

<p>In the Matter of:</p> <p>Norman Fain Engineer Registration No. 25969</p> <p>Fluid Solutions, Inc Firm Registration No. 10283</p> <p style="text-align: center;">Respondents</p>	<p style="text-align: center;">Case No. P19-028</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, Norman Fain (“Respondent”), holder of Registration No. 25969, Fluid Solutions, Inc (“Respondent Firm”), holder of Registration No.10283, 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.

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RECITALS

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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.

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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.

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

2 4. Respondent understands that this Consent Agreement or any part of the agreement
3 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 public
6 records (as defined in A.R.S. § 41-158.18) upon acceptance by the Board of this Consent
7 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 number
9 P19-028 involving allegations that Respondent engaged in conduct that would subject him to
10 discipline under the Board's statutes and rules. The investigation into these allegations against
11 Respondent shall be concluded upon the Board's adoption of 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, and does
14 not constitute any waiver, express or implied, of the Board's statutory authority or jurisdiction
15 regarding any other pending or future investigation, action or proceeding.

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

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

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

1 introduced in any action by any party, except that the parties agree that should the Board reject
2 this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that
3 the Board was prejudiced by its review and discussion of this document or any records relating
4 thereto.

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

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

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

12 **FINDINGS OF FACT**

13 1. The Board is the duly constituted authority for the regulation and control of the
14 practice of Professional Engineering in the State of Arizona.

15 2. Respondent is the holder of Arizona Engineer Registration No. 25969.

16 3. Respondent Firm is the holder of Firm Registration No. 10283.

17 4. On or about October 1, 2015, DARcor & Associates, Inc provided Respondent and
18 Respondent Firm a proposal for engineering services for the Kirkland Elementary School Project.

19 5. On or about January 13, 2016, Respondent and Respondent Firm received record
20 drawings for the Kirkland Elementary School Project. Respondent failed to pay the final invoice
21 totaling \$2,651.10.

22 6. On or about February 15, 2016, DARcor & Associates, Inc provided Respondent
23 and Respondent Firm a proposal for engineering services for the Austin Ranch Water Campus
24 Project.

25 7. On or about May 9, 2017, Respondent and Respondent Firm received record
26 drawings for the Austin Ranch Water Campus Project. Respondent failed to pay the final invoices
27 totaling \$6,074.60.

28 8. On or about April 18, 2016, DARcor & Associates, Inc provided Respondent and

1 Respondent Firm a proposal for engineering services for the Adero Canyon Pump Station Project.

2 9. On or about February 8, 2017, Respondent and Respondent Firm received record
3 drawings for the Adero Canyon Pump Station Project. Respondent failed to pay the final
4 invoices totaling \$8,208.96.

5 10. On or about June 12, 2017, Respondent and Respondent Firm were paid for the
6 Kirkland Elementary School Project.

7 11. On or about June 12, 2017, Respondent and Respondent Firm were paid for the
8 Austin Ranch Water Campus Project.

9 12. On or about September 19, 2017, Respondent and Respondent Firm were paid for
10 the Adero Canyon Booster Pump Project.

11 13. On December 13, 2018, the Board received a complaint alleging that Respondent
12 and Respondent Firm failed to pay a collaborating professional, Darwin Reynolds, P.E. and
13 DARcor & Associates, Inc for engineering services provided on the Kirkland Elementary School
14 Project, the Austin Ranch Water Campus Project, and the Adero Canyon Booster Pump Project.

15 14. On or about January 14, 2019, Respondent paid Darwin Reynolds, P.E. all past due
16 invoices.

17 **CONCLUSIONS OF LAW**

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

19 2. The conduct alleged in the Findings of Fact constitutes grounds for discipline
20 pursuant to A.R.S. § 32-128(C)(5), in that Respondent and Respondent Firm failed to pay a
21 collaborating registered professional within 7 days after the Respondents received payment from
22 a client.

23 **ORDER**

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

26 1. LETTER OF REPRIMAND. Respondent is hereby issued a Letter of Reprimand.

27 2. STAYED SUSPENSION AND PROBATION. Respondent's registration as
28 Professional Engineer, No. 25969, shall be suspended for six (6) months; however, the

1 suspension is stayed for as long as Respondent remains in compliance with this Order. During
2 the stay of suspension, Respondent's registration as a Professional Engineer is placed on
3 probation for six (6) months. If Respondent is non-compliant with any terms of this Order during
4 the six (6) months stayed suspension and probation period, the stay of the suspension shall be
5 lifted and Respondent's registration as a Professional Engineer shall be automatically suspended
6 without a formal hearing, and remain suspended until Respondent is compliant with all terms of
7 this Order.

8 3. ADMINISTRATIVE PENALTY. Within six (6) months from the effective
9 date of this Consent Agreement, Respondent shall pay an administrative penalty of One
10 Thousand Dollars (\$1000.00) by certified check or money order made payable to the State of
11 Arizona Board of Technical Registration.

12 4. COST OF INVESTIGATION. Within thirty (30) days from the effective date of
13 this Consent Agreement, Respondent shall pay the cost of investigation of this case to the Board
14 in the amount of One Hundred Ninety-Two Dollars (\$192.00) by certified check or money order
15 made payable to the State of Arizona Board of Technical Registration, according to the
16 provisions of A.R.S. § 32-128(H).

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

23 6. RENEWAL OF REGISTRATION. Respondent and Respondent Firm shall timely
24 renew their Arizona registration as an Engineer and an Engineering Firm, and timely pay all
25 required registration fees.

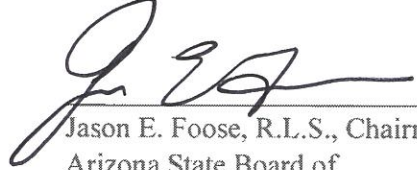
26 7. EFFECTIVE DATE. The effective date of this Consent Agreement is the date the
27 Respondent and Board sign the Consent Agreement. If the dates are different, the effective date is
28 the later of the two dates.

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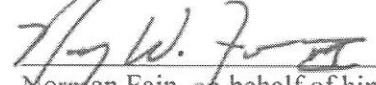
8. COSTS OF COMPLIANCE. Respondent shall pay all costs associated with complying with this Consent Agreement.

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

ACCEPTED and ORDERED this 23RD day of JULY, 2019.


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

Consent Agreement and Order, No. P19-028 accepted this 24 day of JUNE, 2019.


Norman Fain, on behalf of himself and on
behalf of Fluid Solutions, Inc, Respondents

ORIGINAL filed this _____ day of _____, 2019, with:

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

COPY of the foregoing mailed via Certified Mail
No. 9214 8901 9434 1600 0587 64 and
First Class mail this 24th day of July, 2019, to:

Norman Fain
Fluid Solutions, Inc
2727 N. 3rd St. Suite. 300
Phoenix, AZ 85004

By: _____