

# OHIO ARCHITECTS BOARD

IN THE MATTER OF: : File No. 2011-37  
: :  
Timothy A. Cook, App. No. 14814 : :  
Timothy A. Cook Designs, LLC : :  
960 N. Hamilton Road, Suite 105C : :  
Gahanna, Ohio 43230 : :

## SETTLEMENT AGREEMENT

1. This agreement is made between Timothy A. Cook, hereinafter ("Respondent") and the Ohio Architects Board, hereinafter ("Board").
2. The above parties hereby stipulate to the jurisdiction of the Board over this matter.
3. The Board enters into this Settlement Agreement in lieu of formal proceedings based upon alleged violations of Ohio Revised Code Sections 4703.07 (B), 4703.18 (A), 4703.18 (H) and Ohio Administrative Code section 4703-1-01 (C) as listed in the Notice of Opportunity letter dated December 12, 2011, hereinafter ("Notice"), sent to Respondent by Amy M. Kobe, Executive Director of the Board.
4. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4703 of the Revised Code and the Ohio Administrative Code, whether occurring before or after the effective date of this agreement.
5. The parties agree that the terms of this agreement are a compromise and that the settlement agreement binds the parties hereto, their assigns and successors in interest. This is a disciplinary action that will be a part of Respondent's permanent Board record and is information that is available to the public.
6. As a result of an investigation conducted by the Board, Respondent was notified by Notice of Opportunity that the Board intended to determine whether or not to void his application to take the architect registration examination (ARE) based upon allegations that he engaged in the unlicensed practice of architecture and represented himself to be an architect on the Monfort Zwick Orthodontics office renovation project in Dublin, Ohio on or about the summer of 2011.

7. Based upon the foregoing, as a full and complete settlement of this matter and in the mutual best interests of the parties, Respondent and the Board hereby agree to the following terms of settlement in Case No. 2011-37:

A. Respondent waives his right to an appeal and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code.

B. Respondent is permitted to take the architect registration examination (ARE). Should Respondent successfully pass all divisions of the (ARE) and become licensed as architect in Ohio, Respondent will immediately accept a *three (3) year suspension* of his certificate of qualification to practice architecture beginning on the date he officially becomes an architect in Ohio.

C. Respondent will pay in full, a monetary fine of \$3,000 / Three-Thousand Dollars. Ten (10) monthly payments of at least \$200.00 will be permitted, provided they are received on or before the 20<sup>th</sup> day of each month, with the first payment due on or before May 20, 2012 and the last payment due on or before February 2013.

The remaining \$1,000 / One-Thousand dollars must be paid in full, upon completion of Respondent's three (3) year suspension, should he become licensed. Respondent agrees that his license to practice architecture in Ohio will not be reinstated until all monetary fines have been paid. Check or money order made payable to the "Treasurer, State of Ohio".

D. Respondent will successfully complete the "Professional Conduct" monograph offered by NCARB and provide to the Board a copy of the certificate of completion no later than June 20, 2012.

E. Respondent hereby agrees that he will not engage in the practice of architecture, or hold himself out as an architect until he and his firm are properly licensed to offer and provide such services.

F. Respondent affirms that he has read and understands the Board's current laws & rules in Ohio Revised Code Chapter 4703 and Ohio Administrative Code Chapter 4703. Laws & rules can be found on the Board's website at [www.arc.ohio.gov](http://www.arc.ohio.gov)

G. Respondent shall obey all federal, state and local laws and all laws and administrative rules governing the practice of architecture in the state of Ohio. If Respondent is convicted of any criminal offense or violation of law other than a minor misdemeanor offense within the next three (3) years, he shall report those facts and circumstances in writing to the Board within thirty (30) days from the conviction.

8. If Respondent violates any provision of the agreement or fails to abide by the terms or sanctions set forth above, Respondent agrees that the Board may void his application to take the architect registration examination (ARE) until such time as the terms or sanctions of the agreement are fully completed to the satisfaction of the Board.

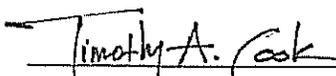
9. It is hereby understood that this agreement shall not be binding on any of the parties unless it has been signed and executed by the parties below. If the parties are unable to reach an agreement on the terms herein, this document shall become null and void and without any force or effect.

10. Respondent waives any and all claims or causes of actions he may have against the Ohio Architects Board and its members, officers, employees and/or agents of either, arising out of the matters which are the subject of this settlement agreement.

11. This agreement shall be effective on the date it is approved by the Board and signed by the Board's Executive Director.

12. This disciplinary action will be reported to NCARB.

13. This document shall be considered a public record in accordance with Ohio Revised Code Section 149.43.

  
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Timothy A. Cook  
App. No. 14814

  
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Amy M. Kobe, CAE, Hon. AIA  
Executive Director of the Board

Date: 05.01.12

Date: 6/8/12