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| IN THE MATTER OF: | : | File No. LA 05-02 |
| | : | |
| | : | |
| Joseph E. Looby, Cert. No. 856 | : | |
| R. D. Zande and Associates | : | |
| 1500 Lake Shore Drive, Suite 100 | : | August 18, 2005 |
| Columbus, Ohio 43204 | : | |
| | : | |

Settlement Agreement

This settlement agreement (hereinafter "Agreement") is made and entered into by and between the STATE OF OHIO, BOARD OF LANDSCAPE ARCHITECT EXAMINERS, (hereinafter the "BOARD"), located at 77 South High Street, 16th Floor, Columbus, Ohio 43215-6108, a state agency charged with enforcing Ohio Revised Code Chapter 4703, and JOSEPH E. LOOBY, Cert. No. 856 (hereinafter "RESPONDENT"), whose mailing address is R. D. Zande and Associates, 1500 Lake Shore Drive, Suite 100, Columbus, Ohio 43204.

WHEREAS, a disagreement has arisen between RESPONDENT and the BOARD regarding RESPONDENT's alleged violation(s) of Ohio Revised Code sections 4703.32 (A) and 4703.41 (F), and Ohio Administrative Code sections 4703:1-1-04 (A), 4703:1-1-04 (B) and 4703:1-3-04 (D) (3) arising out of RESPONDENT's failure to renew his certificate of qualification to practice landscape architecture in the state of Ohio and engaging in the practice of landscape architecture in the state of Ohio during a period in which his certificate of qualification had lapsed.

RESPONDENT's certificate of qualification lapsed October 31, 1998, yet RESPONDENT allegedly continued to hold himself out as a landscape architect, provide landscape architectural services and stamp landscape architectural documents as landscape architect of record for "R. D. Zande and Associates, Inc." during the period in which his certificate of qualification had been lapsed.

WHEREAS, the BOARD, pursuant to O.R.C. 4703.46 (A), has initiated an investigation of the alleged violation(s) by RESPONDENT; and

WHEREAS, the BOARD and RESPONDENT desire to resolve the above-mentioned disagreement without formal legal proceedings.

NOW THEREFORE, in consideration of the various promises and mutual covenants contained herein, the **BOARD** and **RESPONDENT** agree as follows:

1. **RESPONDENT** hereby stipulates that the conduct recited above constitutes a violation of Ohio Revised Code sections 4703.32 (A) and 4703.41 (F), and Ohio Administrative Code sections 4703:1-1-04 (A), 4703:1-1-04 (B) and 4703:1-3-04 (D) (3)

2. **RESPONDENT** waives his right to a hearing, pursuant to Ohio Revised Code section 119.07 and any and all claims or causes of action he may have, including but not limited to, appeal from this agreement, or any order derived herefrom, or attorney fees, against the State of Ohio, the **BOARD** and its members, officers, employees and/or agents, arising out of matters which are subject of this agreement.

3. With respect to the allegations that **RESPONDENT** failed to renew his certificate of qualification to practice landscape architecture in the state of Ohio and continued to engage in the practice of landscape architecture during a period in which his certificate of qualification had lapsed, the Board will automatically reinstate **RESPONDENT**'s certificate of qualification after successful completion of the following terms:

- a. **RESPONDENT** must successfully complete the "Professional Conduct" NCARB Professional Development Monograph.
- b. **RESPONDENT** must successfully complete the above monograph and submit a copy of his certificate of completion to the Board no later than October 31, 2005.
- c. **RESPONDENT** will pay in full, a monetary fine of \$ 500.00 no later than October 31, 2005.

4. In addition to the above mentioned terms, **RESPONDENT** will accept a *Letter of Reprimand* attached as Exhibit A hereto.

5. If **RESPONDENT** successfully meets the required terms and the **BOARD** reinstates his certificate of qualification, **RESPONDENT** shall maintain a valid certificate of qualification to practice landscape architecture if **RESPONDENT** is providing and offering landscape architectural services in Ohio.

6. The **BOARD** will publish the discipline accepted by **RESPONDENT** in the Board Newsletter, and at its discretion, will issue press releases concerning this matter.

7. **RESPONDENT** shall obey all federal, state and local laws, and all laws and administrative rules governing the practice of landscape architecture in the state of Ohio and any United States jurisdiction where the **RESPONDENT** may hold a license to practice landscape architecture. If **RESPONDENT** is convicted of any criminal offense or violation of law other than minor misdemeanor traffic offenses within the next two (2) years, he shall report those facts and circumstances in writing to the Board within thirty (30) days from the conviction.

8. If the **BOARD** determines, in or at its discretion, that **RESPONDENT** has violated any terms of this agreement, the Board may impose any penalty provided for in Ohio Revised Code section 4703.41 after the **RESPONDENT** has been given proper written notice by certified mail and some explanation for the basis of disciplinary action.

RESPONDENT may submit a written response by certified mail to the **BOARD'S** notice, setting forth reasons why disciplinary action should not be imposed. The **BOARD** agrees to review and consider **RESPONDENT'S** written response. The decision to impose disciplinary action resides exclusively with the Board. **RESPONDENT** hereby knowingly and voluntarily waives any and all rights to any further pre-disciplinary action notice or administrative hearing prior to imposing the disciplinary action.

9. This agreement constitutes a compromise and settlement of a disputed matter between the parties, which is referenced in the second recital paragraph, and operates as a release of all claims of **RESPONDENT** against the **BOARD**, its members, employees, agents and any agency, instrumentality or political subdivision of the State of Ohio, known or unknown, that participated in the above referenced investigation of this dispute giving rise to the alleged liability of **RESPONDENT** for the alleged violation(s) herein; and

10. The **BOARD** and **RESPONDENT** agree that the terms of this agreement bind the parties hereto, their successors, assigns and the like; and

This agreement:

- a. contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either expressed or implied, other than set forth, shall be binding on any of the parties;
- b. shall be governed by the laws, rules, and courts of the State of Ohio.

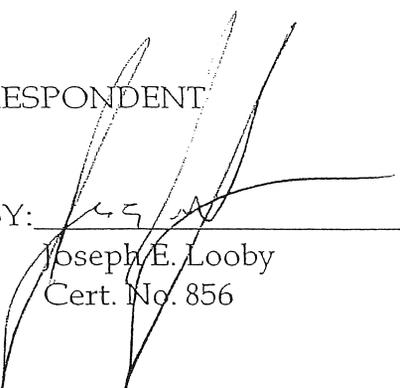
11. This agreement may not be modified without the written approval of both parties.
12. This agreement is severable. If any provision of this agreement is declared void or invalid by any court, all other provisions of this agreement remain binding.
13. This provision is separable from all other provisions of the Agreement and is binding on **RESPONDENT**. This Agreement is executed by the **RESPONDENT** for the purpose of avoiding further administrative action with respect to this case.

In this regard, **RESPONDENT** initiated settlement negotiations in order to attempt to resolve the disciplinary action filed against him. **RESPONDENT** authorized the **BOARD** to review and examine all investigative file material concerning this case prior to or in conjunction with consideration of this Agreement or counter-proposal by the **BOARD**.

Furthermore, should this Agreement not be accepted by the **BOARD**, it is agreed that presentation to and consideration of this Agreement, counter-proposal, or other documents and matters by the **BOARD**, shall not unfairly constitute or illegally prejudice the **BOARD** or any of its members from further participation, consideration, adjudication or resolution of these proceedings and in conjunction herewith **RESPONDENT** hereby waives any such defense or claim.

14. This Agreement shall be considered a public record in accordance with O.R.C. 149.43.
15. **RESPONDENT** acknowledges that he has read this Settlement Agreement, that he has had an opportunity to discuss it with his attorney(s), that he fully understands this agreement, and that he is voluntarily signing this agreement.

RESPONDENT

BY:  _____

Joseph E. Looby
Cert. No. 856

DATE: 8/30/05

THIS SETTLEMENT AGREEMENT IS APPROVED IN FULL:

DATED THIS 30th DAY OF August, 2005.

STATE OF OHIO
BOARD OF LANDSCAPE ARCHITECT EXAMINERS



AMY M. KOBE, CAE
EXECUTIVE DIRECTOR

October 14, 2005

Joseph E. Looby, Cert. No. 856
R. D. Zande and Associates
1500 Lake Shore Drive, Suite 100
Columbus, Ohio 43204

Dear Mr. Looby:

Due to your failure to renew your certificate of qualification, you have violated sections 4703.32 (A) and 4703.41 (F) of the Ohio Revised Code and sections 4703:1-1-04 (A), 4703:1-1-04 (B) and 4703:1-3-04 (D) (3) of the Ohio Administrative Code, which primarily establish that a landscape architect shall not engage in the practice of landscape architecture unless he has a valid certificate of qualification.

You have agreed to accept this letter of reprimand as a result of this investigation. The Board has dismissed formal disciplinary proceedings against you pursuant to the settlement agreement signed by you and the Board.

Accordingly, by order of the Board of Landscape Architect Examiners, you are hereby *REPRIMANDED* for your actions giving rise to the complaint against you.

A copy of this letter will be placed into your public record maintained by the Board and shall be made available upon request to any member of the public inquiring about such records.



Amy M. Kobe, CAE
Executive Director
ON BEHALF OF THE STATE OF OHIO,
BOARD OF LANDSCAPE ARCHITECT
EXAMINERS

STATE OF OHIO



BOARD of
LANDSCAPE
ARCHITECT
EXAMINERS

77 S. HIGH STREET
SIXTEENTH FLOOR
COLUMBUS, OHIO
43215-6108

614.466.2316 voice
614.644.9048 fax

arc.ohio.gov/lae website