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8
9 **BEFORE THE**
CALIFORNIA ARCHITECTS BOARD
10 **DEPARTMENT OF CONSUMER AFFAIRS**
11 **STATE OF CALIFORNIA**

12 In the Matter of the Accusation Against:

Case No. AC 2022-192

13 **JERRY HAYES DOHN**
14 **80459 Avenida Santa Belinda**
Indio, CA 92203

ACCUSATION

15 **Architect License No. C-21996**

16 Respondent.

17
18 **PARTIES**

19 1. Laura Zuniga (Complainant) brings this Accusation solely in her official capacity as
20 the Executive Officer of the California Architects Board, Department of Consumer Affairs.

21 2. On or about December 21, 1990, the California Architects Board issued Architect
22 License Number C-21996 to Jerry Hayes Dohn (Respondent). The Architect License was in full
23 force and effect at all times relevant to the charges brought herein and will expire on February 28,
24 2025, unless renewed.

25 **JURISDICTION**

26 3. This Accusation is brought before the California Architects Board (Board) under the
27 authority of the following laws. Unless otherwise indicated, all section references are to the
28 Business and Professions Code (Code).

4. Section 118, subdivision (b), of the Code provides that the suspension/expiration/surrender/cancellation of a license shall not deprive the Board/Registrar/Director of jurisdiction to proceed with a disciplinary action during the period within which the license may be renewed, restored, reissued or reinstated.

5. Section 5525 of the Code states:

The Board may prosecute all persons guilty of violating the provisions of this chapter. Except as provided in Section 159.5, the Board may employ inspectors, special agents, investigators, and such clerical assistants as it may deem necessary to carry into effect the provisions of this chapter. It may also fix the compensation to be paid for such services and incur such additional expense as may be deemed necessary.

6. Section 5560 of the Code states:

The Board may upon its own motion, and shall upon the verified complaint in writing of any person, investigate the actions of any architect and may temporarily suspend or permanently revoke, the license of any architect who is guilty of, or commits one or more of, the acts or omissions constituting grounds for disciplinary action under this chapter [Chapter 3 (commencing with section 5500)].

STATUTORY PROVISIONS

7. Section 5500 of the Code states: As used in this chapter [Chapter 3 (commencing with Section 5500)], architect means a person who is licensed to practice architecture in this state under the authority of this chapter.

8. Section 5535.1 of the Code states that “the phrase “responsible control” means the amount of control over the content of all architectural instruments of services during their preparation that is ordinarily exercised by architects applying the required professional standard of care.

9. Section 5536.22¹ of the Code states, in pertinent part:

(a) An architect shall use a written contract when contracting to provide professional services to a client pursuant to this chapter. That written contract shall be executed by the architect and the client, or the client's representative, prior to the architect commencing work, unless the client knowingly states in writing that work may be commenced before the contract is executed. The written contract shall include, but not be limited to, all of the following items:

(1) A description of the project for which the client is seeking services.

• • •

¹ Effective January 1, 2020, section 5536.22 of the Code was revised, resulting in a change in the enumeration. At the time of the contract at issue in this matter, current Code section 5536.22, subdivision (a)(4) was previously enumerated as subdivision (a)(3), subdivision (a)(5) was previously enumerated as subdivision (a)(4), and subdivision (a)(6) was previously enumerated as subdivision (a)(5).

1 (4) The name, address, and license number of the architect, the name and
address of the client, and the project address.

2 . . .

3 (6) A description of the procedure to be used by either party to terminate the
4 contract.

5 (7) A statement identifying the ownership and use of instruments of service
prepared by the architect.

6 (8) A statement in at least 12-point type that reads: "Architects are licensed and
7 regulated by the California Architects Board located at 2420 Del Paso Road, Suite
105, Sacramento, CA 95834."

8 10. Section 5536 of the Code states:

9 (a) It is a misdemeanor, punishable by a fine of not less than one hundred
10 dollars (\$100) nor more than five thousand dollars (\$5,000), or by imprisonment in
a county jail not exceeding one year, or by both that fine and imprisonment, for any
11 person who is not licensed to practice architecture under this chapter to practice
architecture in this state, to use any term confusingly similar to the word architect, to
12 use the stamp of a licensed architect, as provided in Section 5536.1, or to advertise
or put out any sign, card, or other device that might indicate to the public that he or
13 she is an architect, that he or she is qualified to engage in the practice of architecture,
or that he or she is an architectural designer.

14 (b) It is a misdemeanor, punishable as specified in subdivision (a), for any
15 person who is not licensed to practice architecture under this chapter to affix a stamp
or seal that bears the legend "State of California" or words or symbols that represent
16 or imply that the person is so licensed by the state to prepare plans, specifications, or
instruments of service.

17 (c) It is a misdemeanor, punishable as specified in subdivision (a), for any
18 person to advertise or represent that he or she is a "registered building designer" or
is registered or otherwise licensed by the state as a building designer.

19 11. Section 5560 of the Code states:

20 The Board may upon its own motion, and shall upon the verified complaint in
21 writing of any person, investigate the actions of any architect and may temporarily
suspend or permanently revoke, the license of any architect who is guilty of, or
22 commits one or more of, the acts or omissions constituting grounds for disciplinary
action under this chapter [Chapter 3 (commencing with section 5500)].

23 12. Section 5536.1 of the Code states:

24 All persons preparing or being in responsible control of plans, specifications,
and instruments of service and all contracts therefor, and if licensed under this chapter
25 shall affix a stamp, which complies with subdivision (b), to those plans,
specifications, and instruments of service, as evidence of the person's responsibility
26 for those documents. Failure of any person to comply with this subdivision is a
misdemeanor punishable as provided in Section 5536. This section shall not apply to
27 employees of persons licensed under this chapter while acting within the course of
their employment.
28

1 13. Section 5578 of the Code states: “The fact that the holder of a license is practicing in
2 violation of the provisions of this chapter constitutes a ground for disciplinary action.”

3 14. Section 5582 of the Code states: “The fact that the holder of a license has aided and
4 abetted in the practice of architecture any person not authorized to practice architecture under the
5 provisions of this chapter, constitutes a ground for disciplinary action.”

6 15. Section 5582.1 of the Code states:

7 (a) The fact that the holder of a license has affixed his or her signature to plans,
8 drawings, specifications, or other instruments of services which have not been prepared
9 by him or her, or under his responsible control, constitutes a ground for disciplinary
action.

10 (b) The fact that the holder of a license has permitted his or her name to be used
11 for the purpose of assisting any person to evade the provisions of this chapter constitutes
a ground for disciplinary action.

12 16. Section 5584 states: “The fact that, in the practice of architecture, the holder of a
13 license has been guilty of negligence or willful misconduct constitutes a ground for disciplinary
14 action.”

15 **REGULATORY PROVISIONS**

16 17. California Code of Regulations, title 16, section 134 states:

17 (a) Use of the Term Architect: It shall be unlawful for any person to use a
18 business name that includes as part of its title or description of services the term
19 “architect,” “architecture,” or “architectural,” or any abbreviations or confusingly
20 similar variations thereof, unless that person is a business entity wherein an architect
is: (1) in management control of the professional services that are offered and
21 provided by the business entity; and, (2) either the owner, a part-owner, an officer
or an employee of the business entity.

22 (b) Responsible Control within Business Entity: Where a person uses a
23 business name that includes as part of its title or description of services the term
24 “architect,” “architecture,” or “architectural,” or any abbreviations or confusingly
25 similar variations thereof, all of the professional services offered and provided by
that person are to be offered and provided by or under the responsible control of an
architect.

26 (c) Definitions of Terms Used in this Section:

27 (1) The term “professional services” shall be given the same meaning as
28 defined in Business and Professions Code section 5500.1.

1 (2) The term “management control” shall mean general oversight of the
2 professional services offered and provided by the business entity.

3 (3) The term “responsible control” shall be given the same meaning as defined
4 in Business and Professions Code section 5535.1.

5 (4) The term “business entity” shall mean any sole proprietorship, firm,
6 corporation, partnership, limited liability partnership, or alliance formed by written
7 agreement to practice architecture including on a single project or on a series of
8 projects.

9 (5) The term “person” shall be given the same meaning as defined in Business
10 and Professions Code section 5535.

11 (6) The term “architect” shall be given the same meaning as defined in
12 Business and Professions Code section 5500.

13 18. California Code of Regulations, title 16, section 150 states:

14 Willful misconduct includes the violation by an architect of a provision of the
15 agreement with a client if:

16 (1) the architect has full knowledge that the conduct or omission is a violation
17 of the agreement, and

18 (2) the architect has made no reasonable effort to inform the client of the
19 conduct or omission.

20 19. California Code of Regulations, title 16, section 151 states:

21 (a) For purposes of Sections 5582 and 5582.1 of the code, aiding and abetting
22 takes place when a California licensed architect signs any instrument of service
23 which has been prepared by any person who is not:

24 (1) a California licensed architect or civil engineer or structural engineer, or

25 (2) a subordinate employee under his/her immediate and responsible direction, or

26 (3) an individual, who is associated by written agreement with the architect
27 and who is under the architect’s immediate and responsible direction as described in
28 subsection (b) of this section.

(b) The requirements of “immediate and responsible direction” as used in this
section shall be deemed to be satisfied when the architect:

(1) instructs the person described in subsection (a) of this section, in the
preparation of instruments of service, and

(2) the architect has exercised the same judgment and responsibility in
reviewing all stages of the design documents and other phases of the work as

required by law, and which would normally be exercised if he/she personally performed the required tasks.

20. California Code of Regulations, title 16, section 160, states in part:

A violation of any rule of professional conduct in the practice of architecture constitutes a ground for disciplinary action. Every person who holds a license issued by the Board shall comply with the following:

...

(g) Informed Consent:

(1) An architect shall not materially alter the scope or objective of a project without first fully informing the client and obtaining the consent of the client in writing.

COST RECOVERY

21. Section 125.3, subdivision (a), states, in pertinent part: Except as otherwise provided by law, in any order issued in a resolution of a disciplinary proceeding before any board within the department upon request of the entity bringing the proceedings the administrative law judge may direct a licentiate found to have committed a violation or violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case.

FACTUAL ALLEGATIONS

22. On September 12, 2022, the Board received a consumer complaint by S.A. of Mayan Properties (“property manager” or “client”) alleging possible violations of the Architects Practice Act (Act). Property manager S.A. hired S.N. of South West Concepts, Inc. (“S.N.” or “SWC”) to review and stamp plans created by D.S. of Hundred Mile House (“D.S.” or “HMH”). The plans were for conversion of an existing warehouse building into a cannabis cultivation plant at 36555 Bankside Drive, Cathedral City, California (“Bankside project”). Cathedral City required an architect to stamp the plans, so the property manager approached S.N. about finishing the final corrections, stamping them, and submitting them for final approval.

23. On or about June 23, 2021, SWC, Respondent, and S.A. entered into a contract entitled “Proposal for Architectural Services” to review, stamp, and sign plans for \$5,000.00 which had been prepared by third party D.S., owner of HMH, for the Bankside project.

24. On September 24, 2021, S.N. emailed the property manager, stating when they had initially discussed the project, he (property manager) had noted there were “a couple [of] plan

1 check corrections that you wanted us to take care of” but there are 119 corrections that need to be
2 addressed. S.N. also explained, “[t]his is not something that we do, clean up someone’s mess and
3 make their corrections.” In sum, S.N. said SWC would have to pass on this project.

4 25. Respondent stamped and signed D.S.’s plans dated June 1, 2021, which bore the
5 HMH logo on the title block of the plans.

6 26. Respondent had no affiliation with HMH when he signed these plans.

7 27. SWC submitted the stamped plans to Cathedral City on October 4, 2021, and on
8 October 5, 2021, SWC billed S.A. \$5,520.00, thus charging \$520.00 more than the written
9 contract price. Five thousand dollars was for “plan review and professional stamps by staff
10 architect Jerry Dohn,” and the extra \$520.00 was for “plan revisions as needed” and “8 hours at
11 \$65.00.” S.A. remitted a check to SWC, and on October 12, 2021, check number 1463 for
12 \$5,520.00 cleared the bank.

13 28. On or about October 21, 2021, S.N. received a second round of plan check comments
14 from Cathedral City.

15 29. On November 16, 2021, S.N. emailed the property manager stating he could not
16 “bump” his projects “to complete someone else’s work” and asked, “[D]id you really think that
17 we completely reviewed and revised all the first 120 corrections for \$500[?]” He further stated
18 that the 60 remaining corrections were excessive and would take a lot of work to correct, and he
19 “wasn’t planning on it being this bad.” He stated he “tried to help you out with the stamping, but
20 now this has turned into another problem project created by others that I really want no part of.”

21 30. Further, S.N. claimed that the contract’s “reimbursable and extra costs” provision did
22 not apply because provision six² took precedence over the “standard boilerplate terms and
23 conditions” of the former provision. That provision states, “Corrections as requested at plan check
24 shall be completed at no additional costs to the owners.” In contrast, provision six provides,
25 “These costs shall be paid by [S.A.]/Mayan Properties.”

26
27 ² “SWC, Inc. shall make plan check submittals and coordinate all consultants and all plan check
28 corrections as needed. The plan check submittals will include complete construction documents including
any TI works currently included in the plans. This work to be completed by SWC, Inc. will be billed at
hourly rates as specified below. These costs shall be paid by [S.A.]/Mayan Properties.”

1 31. On November 21, 2021, the property manager emailed S.N. asking how much SWC
2 would charge for the corrections and a time estimate for completion. Two days later, S.N. replied
3 that it would take two to three months “if I decide that I want to complete the corrections.” He
4 further said, “We did not design the project, so we need to learn the project thoroughly,” and, as
5 stated above, estimated it would cost \$30,000 to \$40,000 more.

6 32. On July 22, 2022, the property manager emailed S.N. complaining he never finished
7 the plans, refused to complete the plan check corrections, and had not fulfilled his contractual
8 obligations. The property manager requested a refund, but S.N. refused.

9 33. In a reply email of the same day, S.N. instructed the property owner to review
10 “Paragraph 6” of the contract and claimed that the scope of work “indicates that the service is for
11 plan review and stamping. It does not indicate that corrections are included.”

12 34. The property manager alleged that S.N. abandoned the project, kept the contract
13 amount, and the city never approved the plans. Lastly, he alleged that Mayan Properties sold the
14 Bankside property for less without the permit and licensing.

15 35. On November 23, 2022, in a letter to the Board, Respondent admitted to providing
16 the service to the client [S.A./Mayan Properties]. He said he thoroughly reviewed the construction
17 documents prepared by S.A.’s non-licensed consultant [D.S., owner of HMMH]. Respondent
18 determined that the plans looked complete and professionally done. He claimed that their work
19 was for architectural plans only and did not include services for other mechanical, electrical, and
20 plumbing plans. Respondent also said that “making corrections to the plans was never included”
21 because the corrections would be costly. D.S.’s plans were made in the student version of
22 AutoCAD, which was “not compatible with our licensed Autodesk versions,” among other
23 reasons.

24 36. Also, in Respondent’s letter, he disavowed any responsibility to make the corrections,
25 stating he and SWC “did not want to complete the corrections that were simply not our
26 contractual responsibility to do so.” He referred to Items 3 and 6 of the contract. Item 3 stated
27 that D.S. was responsible for all errors or omissions, and Item 6 stated that plan check corrections
28 would be billed at hourly rates. Respondent dismissed the relevance of the contract term,

1 “Reimbursable & Extra Costs,” which stated, “Corrections as Requested at plan check, shall be
2 completed at no additional costs to the owners.” He claimed this provision did not apply because
3 Item 6 took “precedence over . . . our standard boilerplate terms and conditions” in the contract.

4 **FIRST CAUSE FOR DISCIPLINE**

5 **(Violation of Written Contract Provisions of the Architects Practice Act)**

6 37. Respondent is subject to disciplinary action under Code section 5578, in conjunction
7 with Code section 5536.22, in that on June 23-24, 2021, Respondent violated written contract
8 requirements, as follows:

9 a. Code section 5536.22(a)(1): The contract failed to describe the project for
10 which the client sought services.

11 b. Code section 5536.22(a)(4): The contract failed to contain the address and
12 license number of the architect.

13 c. Code section 5536.22(a)(6): The contract failed to contain a procedure to
14 terminate the project.

15 d. Code section 5536.22(a)(7): The contract failed to contain a statement
16 identifying ownership and use of instruments of service prepared by the architect.

17 e. Code section 5536.22(a)(8): The contract failed to contain a statement reading:
18 Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso
19 Road, Suite 105, Sacramento, CA 95834.”

20 The circumstances are set forth more fully above in paragraphs 22-36 and incorporated by
21 reference.

22 **SECOND CAUSE FOR DISCIPLINE**

23 **(Willful Misconduct)**

24 38. Respondent is subject to disciplinary action under Code sections 5578 and 5584 for
25 willful misconduct and failure to exercise responsible control as defined in section 5535.1 and
26 CCR section 150. Specifically, on June 24, 2021, Respondent entered into a contract to review,
27 stamp, and sign plans for \$5,000.00, which contained a clause stating that any corrections
28 requested at plan check would be completed at no additional cost. However, when Cathedral City

1 returned a plan check for 119 corrections, Respondent and SWC claimed that corrections were
2 not included in the contract scope. Respondent further refused to complete the corrections
3 requested at plan check by Cathedral City, stating the corrections were not his responsibility.
4 Respondent failed to exercise responsible control or complete the plans he had stamped, did not
5 complete corrections sufficient to assist the project manager in obtaining a permit, and failed to
6 provide the contractually required services. The circumstances are set forth more fully above in
7 paragraphs 22-36 and incorporated by reference.

8 **THIRD CAUSE FOR DISCIPLINE**

9 **(Signing Other's Plans or Instruments -- D.S. of HMH)**

10 39. Respondent is subject to disciplinary action under Code sections 5578 and 5582.1,
11 subdivision (a), for signing other's plans or instruments as defined in CCR section 151.
12 Specifically, Respondent did not prepare HMH's plans he stamped and had no responsible control
13 over the instruments of service during the preparation of the plans. Cathedral City required a
14 design professional's stamp on the plans, which meant an unlicensed designer could not be
15 responsible for the plans. By stamping HMH's plans, Respondent affixed his signature to plans,
16 drawings, or other instruments of service, which had not been prepared by him, or under his
17 responsible control in violation of the Architects Practice Act. The circumstances are set forth
18 more fully above in paragraphs 22-36 and incorporated by reference.

19 **FOURTH CAUSE FOR DISCIPLINE**

20 **(Aiding and Abetting -- S.N. of SWC)**

21 40. Respondent is subject to disciplinary action under Code sections 5578, 5582, 5582.1,
22 subdivision (b), for aiding and abetting unlicensed activity in conjunction with 5536, subdivision
23 (a), and CCR section 134, subdivision (b). Specifically, in 2016, Respondent reported to the
24 Board his affiliation with SWC for providing architectural services by filing a Business Entity
25 Report Form (BERF). S.N., the president of SWC, is not a licensed architect in California.
26 Respondent is the only architect associated with SWC. Moreover, Respondent was named in the
27 June 23, 2021 contract entitled "Proposal for Architectural Services." This contract was executed
28 between S.N. of SWC, Respondent, and S.A. of Mayan Properties for the Bankside property.

1 SWC's contract includes a header statement "Architecture Planning Development" and refers to
2 Respondent as "staff architect." The scope of work includes that SWC shall provide consultant
3 services to review the architectural plans, and the "staff architect" would provide professional
4 stamps on the architectural plans prepared by HMH in exchange for the contract price of
5 \$5,000.00. Respondent provided his architectural stamp on the HMH plans but failed to exercise
6 responsible control over the plans he stamped. By these acts and omissions, contractual terms,
7 and representations, Respondent aided and abetted S.N. of SWC's unlicensed activity in violation
8 of the Architects Practice Act. The circumstances are set forth more fully above in paragraphs 22-
9 36 and incorporated by reference.

10 **FIFTH CAUSE FOR DISCIPLINE**

11 **(Lack of Informed Consent)**

12 41. Respondent is subject to disciplinary action under Code section 5578 and CCR
13 section 160, subdivision (g)(1), for violating the rules of professional conduct regarding informed
14 consent. Specifically, Respondent entered into a contract stating that any corrections requested at
15 plan check would be completed at no additional cost. However, when Cathedral City returned a
16 plan check for 119 corrections, Respondent and SWC unilaterally changed the scope of the
17 project without the client's consent, invoiced the client \$5,520.00, of which \$520.00 was more
18 than the contract price. The circumstances are set forth more fully above in paragraphs 22-36 and
19 incorporated by reference.

20 **PRAYER**

21 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged
22 and that following the hearing, the California Architects Board issue a decision:

- 23 1. Revoking or suspending Architect License Number C-21996, issued to Jerry Hayes
24 Dohn;
- 25 2. Ordering Jerry Hayes Dohn to pay the client S.A. restitution of all damages suffered
26 as a condition of probation if ordered, pursuant to Government Code section 11519, subdivision
27 (d).

28 ///

1 3. Ordering Jerry Hayes Dohn to pay the California Architects Board the reasonable
2 costs of the investigation and enforcement of this case, pursuant to Business and Professions
3 Code section 125.3; and,

4 4. Taking such other and further action as deemed necessary and proper.

5
6 DATED: 2/22/2024

Laura Zuniga

LAURA ZUNIGA
Executive Officer
California Architects Board
Department of Consumer Affairs
State of California
Complainant

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8 **BEFORE THE**
9 **CALIFORNIA ARCHITECTS BOARD**
10 **DEPARTMENT OF CONSUMER AFFAIRS**
11 **STATE OF CALIFORNIA**

12 In the Matter of the Accusation Against:

Case No. AC 2022-192

13 **JERRY HAYES DOHN**
14 **80459 Avenida Santa Belinda**
Indio, CA 92203

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

15 **Architect License No. C-21996**

16 Respondent.
17

18
19 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
20 entitled proceedings that the following matters are true:

21 **PARTIES**

22 1. Laura Zuniga (Complainant) is the Executive Officer of the California Architects
23 Board (Board). She brought this action solely in her official capacity and is represented in this
24 matter by Rob Bonta, Attorney General of the State of California, by Sheronda L. Edwards,
25 Deputy Attorney General.

26 2. Respondent Jerry Hayes Dohn (Respondent) is representing himself in this
27 proceeding and has chosen not to exercise his right to be represented by counsel.

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1 3. On or about December 21, 1990, the Board issued Architect License No. C-21996 to
2 Respondent. The Architect License was in full force and effect at all times relevant to the charges
3 brought in Accusation No. AC 2022-192, and will expire on February 28, 2025, unless renewed.

4 **JURISDICTION**

5 4. Accusation No. AC 2022-192 was filed before the Board and is currently pending
6 against Respondent. The Accusation and all other statutorily required documents were properly
7 served on Respondent on February 22, 2024. Respondent timely filed his Notice of Defense
8 contesting the Accusation.

9 5. A copy of Accusation No. AC 2022-192 is attached as Exhibit A and incorporated
10 herein by reference.

11 **ADVISEMENT AND WAIVERS**

12 6. Respondent has carefully read and understands the charges and allegations in
13 Accusation No. AC 2022-192. Respondent has also carefully read and understands the effects of
14 this Stipulated Settlement and Disciplinary Order.

15 7. Respondent is fully aware of his legal rights in this matter, including the right to a
16 hearing on the charges and allegations in the Accusation; the right to be represented by counsel at
17 his own expense; the right to confront and cross-examine the witnesses against him; the right to
18 present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel
19 the attendance of witnesses and the production of documents; the right to reconsideration and
20 court review of an adverse decision; and all other rights accorded by the California
21 Administrative Procedure Act and other applicable laws.

22 8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
23 every right set forth above.

24 **CULPABILITY**

25 9. Respondent admits the truth of each and every charge and allegation in Accusation
26 No. AC 2022-192.

27 10. Respondent agrees that his Architect License is subject to discipline, and he agrees to
28 be bound by the Board's probationary terms as set forth in the Disciplinary Order below.

CONTINGENCY

11. This stipulation shall be subject to approval by the California Architects Board. Respondent understands and agrees that counsel for Complainant and the staff of the California Architects Board may communicate directly with the Board regarding this stipulation and settlement without notice to or participation by Respondent. By signing the stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation before the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.

12. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals.

13. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

14. In consideration of the foregoing admissions and stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Architect License No. C-21996 issued to Respondent Jerry Hayes Dohn is revoked. However, the revocation is stayed, and Respondent is placed on probation for five (5) years on the following terms and conditions:

///

1 1. **Actual Suspension.** Respondent is suspended from the practice of architecture for
2 thirty (30) days beginning on the effective date of the Decision.

3 2. **Obey All Laws.** Respondent shall obey all federal, state, and local laws and
4 regulations governing the practice of architecture in California.

5 3. **Submit Quarterly Reports.** Respondent, within 10 days of completion of the
6 quarter, shall submit quarterly written reports to the Board on a Quarterly Report of Compliance
7 form (1/00) obtained from the Board.

8 4. **Personal Appearances.** Upon reasonable notice by the Board, the Respondent shall
9 report to and make personal appearances at times and locations as the Board may direct.

10 5. **Cooperate During Probation.** Respondent shall cooperate fully with the Board and
11 with any of its agents or employees in their supervision and investigation of his compliance with
12 the terms and conditions of this probation. Upon reasonable notice, the Respondent shall provide
13 the Board, its agents, or employees with the opportunity to review all plans, specifications, and
14 instruments of service prepared during the period of probation.

15 6. **Tolling for Out-of-State Practice, Residence or In-State Non-Practice.** In the
16 event Respondent should leave California to reside or to practice outside the State or for any
17 reason stop practicing architecture in California, Respondent shall notify the Board or its designee
18 in writing within ten days of the dates of departure and return, or the dates of non-practice or the
19 resumption of practice within California. Non-practice is defined as any period of time exceeding
20 thirty days in which Respondent is not engaging in any activities defined in Section 5500.1 of the
21 Business and Professions Code. All provisions of probation, other than the quarterly report
22 requirements, examination requirements, and education requirements, shall be held in abeyance
23 until Respondent resumes practice in California. All provisions of probation shall recommence on
24 the effective date of resumption of practice in California. Periods of temporary or permanent
25 residency or practice outside California or of non-practice within California will not apply to the
26 reduction of this probationary period.

27 7. **Violation of Probation.** If Respondent violates probation in any respect, the Board,
28 after giving Respondent notice and opportunity to be heard, may revoke probation and carry out

1 the disciplinary order which was stayed. If an accusation or a petition to revoke probation is filed
2 against Respondent during probation, the Board shall have continuing jurisdiction until the matter
3 is final, and the period of probation shall be extended until the matter is final.

4 8. **Completion of Probation.** Upon successful completion of probation, Respondent's
5 license will be fully restored.

6 9. **Continuing Education Courses.** Respondent shall complete professional education
7 courses directly relevant to the violation as specified by the Board. The professional education
8 courses shall be completed within a period of time designated by the Board, which timeframe
9 shall be incorporated as a condition of this probation.

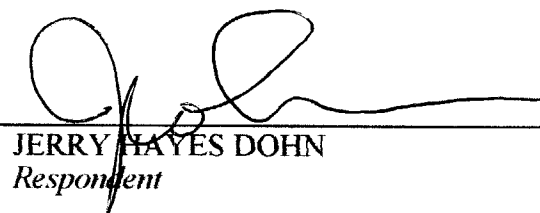
10 Failure to satisfactorily complete the required courses as scheduled or failure to complete
11 same no later than 100 days before the termination of probation shall constitute a violation of
12 probation. Respondent is responsible for all costs of such courses.

13 10. **Cost Reimbursement.** Respondent shall reimburse the Board \$11,167.50 for its
14 investigative and prosecution costs. The payment shall be made in sixteen (16) quarterly
15 payments, including fifteen (15) quarterly payments of \$697.97 with a final payment of \$697.95.
16 The first payment shall be paid upon completion of the suspension period. The final payment is
17 due one year before probation is scheduled to terminate.

18 **ACCEPTANCE**

19 I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the
20 stipulation and its effect on my Architect License. I enter into this Stipulated Settlement and
21 Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the
22 Decision and Order of the California Architects Board.

23
24 DATED: 4-29-2024


JERRY HAYES DOHN
Respondent

ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the California Architects Board.

DATED: April 29, 2024.

Respectfully submitted,

ROB BONTA
Attorney General of California
SHAWN P. COOK
Supervising Deputy Attorney General



SHERONDA L. EDWARDS
Deputy Attorney General
Attorneys for Complainant

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Exhibit A

Accusation No. AC 2022-192

**BEFORE THE
CALIFORNIA ARCHITECTS BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

Case No. AC 2022-192

JERRY HAYES DOHN
80459 Avenida Santa Belinda
Indio, CA 92203

Architect License No. C-21996

Respondent.

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the California Architects Board, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on _____.

It is so ORDERED _____.

FOR THE CALIFORNIA ARCHITECTS BOARD
DEPARTMENT OF CONSUMER AFFAIRS

**BEFORE THE
CALIFORNIA ARCHITECTS BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

Case No. AC 2022-192

JERRY HAYES DOHN
80459 Avenida Santa Belinda
Indio, CA 92203

Architect License No. C-21996

Respondent.

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the California Architects Board, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on July 8, 2024.

It is so ORDERED June 7, 2024.



FOR THE CALIFORNIA ARCHITECTS BOARD
DEPARTMENT OF CONSUMER AFFAIRS

1 ROB BONTA
Attorney General of California
2 SHAWN P. COOK
Supervising Deputy Attorney General
3 SHERONDA L. EDWARDS
Deputy Attorney General
4 State Bar No. 225404
300 So. Spring Street, Suite 1702
5 Los Angeles, CA 90013
Telephone: (213) 269-6296
6 Facsimile: (916) 731-2126
Attorneys for Complainant
7

8 **BEFORE THE**
9 **CALIFORNIA ARCHITECTS BOARD**
10 **DEPARTMENT OF CONSUMER AFFAIRS**
11 **STATE OF CALIFORNIA**

12 In the Matter of the Accusation Against:

Case No. AC 2022-192

13 **JERRY HAYES DOHN**
14 **80459 Avenida Santa Belinda**
Indio, CA 92203

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

15 **Architect License No. C-21996**

16 Respondent.
17

18
19 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
20 entitled proceedings that the following matters are true:

21 **PARTIES**

22 1. Laura Zuniga (Complainant) is the Executive Officer of the California Architects
23 Board (Board). She brought this action solely in her official capacity and is represented in this
24 matter by Rob Bonta, Attorney General of the State of California, by Sheronda L. Edwards,
25 Deputy Attorney General.

26 2. Respondent Jerry Hayes Dohn (Respondent) is representing himself in this
27 proceeding and has chosen not to exercise his right to be represented by counsel.

28 ///

1 3. On or about December 21, 1990, the Board issued Architect License No. C-21996 to
2 Respondent. The Architect License was in full force and effect at all times relevant to the charges
3 brought in Accusation No. AC 2022-192, and will expire on February 28, 2025, unless renewed.

4 **JURISDICTION**

5 4. Accusation No. AC 2022-192 was filed before the Board and is currently pending
6 against Respondent. The Accusation and all other statutorily required documents were properly
7 served on Respondent on February 22, 2024. Respondent timely filed his Notice of Defense
8 contesting the Accusation.

9 5. A copy of Accusation No. AC 2022-192 is attached as Exhibit A and incorporated
10 herein by reference.

11 **ADVISEMENT AND WAIVERS**

12 6. Respondent has carefully read and understands the charges and allegations in
13 Accusation No. AC 2022-192. Respondent has also carefully read and understands the effects of
14 this Stipulated Settlement and Disciplinary Order.

15 7. Respondent is fully aware of his legal rights in this matter, including the right to a
16 hearing on the charges and allegations in the Accusation; the right to be represented by counsel at
17 his own expense; the right to confront and cross-examine the witnesses against him; the right to
18 present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel
19 the attendance of witnesses and the production of documents; the right to reconsideration and
20 court review of an adverse decision; and all other rights accorded by the California
21 Administrative Procedure Act and other applicable laws.

22 8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
23 every right set forth above.

24 **CULPABILITY**

25 9. Respondent admits the truth of each and every charge and allegation in Accusation
26 No. AC 2022-192.

27 10. Respondent agrees that his Architect License is subject to discipline, and he agrees to
28 be bound by the Board's probationary terms as set forth in the Disciplinary Order below.

CONTINGENCY

11. This stipulation shall be subject to approval by the California Architects Board. Respondent understands and agrees that counsel for Complainant and the staff of the California Architects Board may communicate directly with the Board regarding this stipulation and settlement without notice to or participation by Respondent. By signing the stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation before the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.

12. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals.

13. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

14. In consideration of the foregoing admissions and stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Architect License No. C-21996 issued to Respondent Jerry Hayes Dohn is revoked. However, the revocation is stayed, and Respondent is placed on probation for five (5) years on the following terms and conditions:

///

1 1. **Actual Suspension.** Respondent is suspended from the practice of architecture for
2 thirty (30) days beginning on the effective date of the Decision.

3 2. **Obey All Laws.** Respondent shall obey all federal, state, and local laws and
4 regulations governing the practice of architecture in California.

5 3. **Submit Quarterly Reports.** Respondent, within 10 days of completion of the
6 quarter, shall submit quarterly written reports to the Board on a Quarterly Report of Compliance
7 form (1/00) obtained from the Board.

8 4. **Personal Appearances.** Upon reasonable notice by the Board, the Respondent shall
9 report to and make personal appearances at times and locations as the Board may direct.

10 5. **Cooperate During Probation.** Respondent shall cooperate fully with the Board and
11 with any of its agents or employees in their supervision and investigation of his compliance with
12 the terms and conditions of this probation. Upon reasonable notice, the Respondent shall provide
13 the Board, its agents, or employees with the opportunity to review all plans, specifications, and
14 instruments of service prepared during the period of probation.

15 6. **Tolling for Out-of-State Practice, Residence or In-State Non-Practice.** In the
16 event Respondent should leave California to reside or to practice outside the State or for any
17 reason stop practicing architecture in California, Respondent shall notify the Board or its designee
18 in writing within ten days of the dates of departure and return, or the dates of non-practice or the
19 resumption of practice within California. Non-practice is defined as any period of time exceeding
20 thirty days in which Respondent is not engaging in any activities defined in Section 5500.1 of the
21 Business and Professions Code. All provisions of probation, other than the quarterly report
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5 license will be fully restored.

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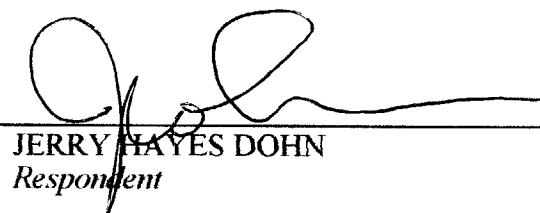
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20 stipulation and its effect on my Architect License. I enter into this Stipulated Settlement and
21 Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the
22 Decision and Order of the California Architects Board.

23
24 DATED: 4-29-2024


JERRY HAYES DOHN
Respondent

ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the California Architects Board.

DATED: April 29, 2024.

Respectfully submitted,

ROB BONTA
Attorney General of California
SHAWN P. COOK
Supervising Deputy Attorney General



SHERONDA L. EDWARDS
Deputy Attorney General
Attorneys for Complainant

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PETITION FOR REINSTATEMENT

Have you ever had an architect license or other professional license or certificate disciplined by another state, another California board, or any governmental agency? *(Includes surrender of license)* ☐ Yes ☒ No

Have you had an application for such a license or certificate denied? ☐ Yes ☒ No

If YES, please explain:

CRIMINAL CONVICTION(S): [if none - skip to next page]

a) Have you been convicted of a criminal offense since your Board disciplinary action? ☐ Yes ☒ No

Convictions must be reported even if they have been adjudicated, dismissed or expunged or if a diversion program has been completed under the Penal Code or Article 5 of the Vehicle Code. All misdemeanors and felonies, including outside of California, must be reported. The definition of conviction includes a plea of nolo contendere (no contest), as well as pleas or verdicts of guilty. Convictions expunged under Sections 1203.4 and 1000 of the Penal Code must also be reported.

If YES, please explain:

Date (mo/day/yr)	Offense (Codes violated, description, court jurisdiction)	Sentence/Disposition

b) Are you currently on court imposed probation or parole? ☐ Yes ☒ No
(Court imposed probation includes summary and informal probation)

Are you currently subject to an order of registration as a sex offender pursuant to Section 290 of the Penal Code? ☐ Yes ☒ No

Complete this section if you answered yes to b:

Name of probation/parole officer: _____

Telephone number of probation/parole officer: _____

Date criminal probation was completed or will be completed: _____

Are you in Compliance with the Terms and Conditions of your criminal probation? ☐ Yes ☐ No

If No, please explain below:

Please attach Proof of Completion of Probation/Parole or status of compliance.

PETITION FOR REINSTATEMENT

Why are you petitioning the Board for reinstatement of your license?

I have taken full responsibility for the issues that led to my probation and have taken meaningful steps to demonstrate my commitment to ethical practice. I have maintained good standing and met all the conditions outlined in the terms of my probation. This includes completing continuing education requirements, providing detailed quarterly reports, and promptly reimbursing costs. I also have to renew my Real Estate Salesperson license #02040702 which is now past due, and my Broker will not sign off on the renewal until this disciplinary case has been completed, (see attached docs.)

Why should the Board grant your petition for reinstatement?

This last year has been a period of opportunity to reflect and improve professionally, spiritually, and personally. I take my obligations to protect the public health safety and welfare, and the profession very seriously and I am committed to maintaining the highest ethical and professional standards possible. I believe that my actions over the past year have demonstrated my sincere commitment to these principles. Lessons have been learned and they will not be repeated again. I am now better equipped to represent the integrity of the profession and better serve the public interest. Granting my petition would allow me to fully resume my professional responsibilities and continue contributing positively with the lessons I've learned. Thank you for your kind consideration of my request.

BE ADVISED: The Board must receive fingerprint results/clearances from both the Department of Justice and the Federal Bureau of Investigation prior to scheduling you for an appearance at a Board Meeting. If you do not submit all documents in support of your petition at least 45 days prior to your tentatively scheduled Board Meeting date, your application will be deemed incomplete and returned to you. You will not be scheduled for a Board Meeting until all documents have been submitted.

I HAVE READ THE ABOVE STATEMENT: JHD Initial Here

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

SIGNATURE:



Digitally signed by
427dd99d-622a-4093-a99e-
a0a699e27da5
Date: 2025.07.31 15:28:25 -0700

DATE:

Jerry H. Dohn - Architect

ARCHITECTURE + DESIGN + PLANNING
80459 Avenida Santa Belinda, Indio, CA 92203
CA LIC #C-21996 Ren: 2-28-2027
760-498-6881

Date: June 16, 2025

California Architects Board
2420 Del Paso Road, Suite 105
Sacramento, CA 95834
Attn: Ms. Jasmine Steinwert

Subject: Request for Early Termination of License Probation. Case No. AC 2022-192

Dear Esteemed Members of the California Architects Board,
I am writing to respectfully request an appeal for early termination of the probationary status of my Architect's license after the completion of one year of probation. I understand the importance of upholding the standards and responsibilities of the profession and have taken all necessary steps to comply fully with the terms of my probation. Over the past year, I have maintained good standing and met all the conditions outlined in the terms of my probation. This includes completing continuing education requirements, providing detailed quarterly reports, and promptly reimbursing costs. Additionally, I have taken this period as an opportunity to reflect and improve professionally, spiritually, and personally. I take my obligations to the public and the profession seriously and am committed to maintaining the highest ethical and professional standards. I believe that my actions over the past year have demonstrated my sincere commitment to these principles.

I have been undergoing chemotherapy treatment for cancer for over two years. My doctor has told me to keep my stress and anxiety levels to a minimum, as these things can affect the strength of my immune system and my body's efforts and ability to fight cancer. Granting my request would have a positive impact on those things, and I would be thankful for your consideration of this.

I respectfully request that the Board consider granting my appeal by lifting the probationary status on my license upon the completion of one year of probation. Thank you for your time and consideration. I look forward to the opportunity to continue making positive contributions to the community and the architectural profession.

Sincerely,



Jerry H. Dohn
Architect C-21996

Nachhattar Singh Chandi

President & CEO
Chandi Group USA
42270 Spectrum St
Indio, CA, 92203

California Architects Board

Attn: Enforcement Unit
2420 Del Paso Road, Suite 105
Sacramento, CA 95834

Re: Letter of Support for Mr. Jerry Dohn

To Whom It May Concern,

I am writing this letter in support of Mr. Jerry Dohn's petition for early termination of probation with the California Architects Board. I have known Mr. Dohn in a professional capacity and have observed his work and conduct firsthand.

During the time I have interacted with Jerry, he has consistently demonstrated a high level of integrity, dedication to his profession, and commitment to ethical standards. Despite the unfortunate circumstances that led to his probation stemming not from professional misconduct, but from a billing dispute between his former employer and a dissatisfied client, Jerry has handled the matter with grace, responsibility, and transparency.

He has fully complied with the terms of his probation, including timely submission of quarterly reports and the payment of costs imposed by the Board. Furthermore, he continues to practice architecture with diligence and professionalism, even while undergoing ongoing chemotherapy and recovering from significant medical procedures. His resilience, work ethic, and determination to continue contributing positively to the field of architecture are truly commendable.

In my judgment, Jerry remains fully competent in his professional role. He has shown sound judgment, strong technical ability, and a deep commitment to his clients and projects. There is no question in my mind that he meets the standards of practice expected by the Board and the public.

I offer my full support for his request and respectfully urge the Board to consider his petition favorably.

Sincerely,

Nachhattar Singh Chandi

Roy A Asaro Architect, Inc

Date: 06/30/2025

California Architects Board

Attn: Enforcement Unit reference case #AC 2022-192

2420 Del Paso Road, Suite 105

Sacramento, CA 95834

Dear Esteemed Members of the California Architects Board

I am writing this letter in support of Architect Jerry Dohn, who is currently under probationary status with the Board, and who is now requesting that this probation be lifted following one full year of compliance and professional conduct.

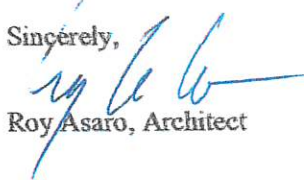
I have known Jerry since the 1970s when we were both in the US Navy serving together at Miramar Naval Air Station in San Diego with Fighter Squadron VF-211 and deployed on the aircraft carrier USS Hancock CVA-19 on two combat tours to Vietnam. After we were discharged from the Navy, we both pursued careers in architecture, and eventually, we were both granted architects' licenses. We have worked on many projects together over the years. Jerry has dedicated his life to being a good, honest architect, and his dream began in high school after completing a semester of architectural drafting. His career of over thirty years has resulted in a spotless record with the Board, with no complaints ever being filed against him.

I have had the chance to work with Jerry before the probationary period, and I can confidently confirm his professional growth, integrity, and dedication to the highest standards of architectural practice. Since the start of the probation, he has consistently met all terms and conditions set by the Board. He has also actively sought opportunities to improve himself both personally and professionally, through continuing education, mentorship, or better client service. It is evident to me that Jerry takes the lessons of the past seriously and has made significant progress in preventing similar issues from happening again. His commitment to architecture and his proactive efforts to uphold ethical and responsible practices deserve recognition.

Given the progress he has made and the consistent professionalism he has demonstrated over the past year, I respectfully recommend that the Board consider lifting the probationary status. I believe Jerry has earned the opportunity to fully resume practice without restrictions and will continue to uphold the responsibilities and ethical and professional standards expected of a licensed architect.

Thank you for your time and consideration.

Sincerely,



Roy Asaro, Architect

RA ASARO ARCHITECT, INC

Roy A. Asaro principal

Architect Lic. C20350

P.O. Box 300576

Escondido, CA 92030

Ph 760-805-4640

royaasaro@gmail.com