

**BEFORE THE BOARD OF GOVERNORS OF THE LICENSED ARCHITECTS,  
LANDSCAPE ARCHITECTS, AND REGISTERED INTERIOR DESIGNERS  
STATE OF OKLAHOMA**

IN THE MATTER OF THE COMPLAINT	)	
AGAINST:	)	
	)	
DAVID A. BUTLER	)	Case No. 2015-443
17316 E. 120 ST. N.	)	
COLLINSVILLE, OK 74021,	)	
	)	
<i>Respondent.</i>	)	

**FINAL AGENCY ORDER**

The Oklahoma State Board of Governors of the Licensed Architects, Landscape Architects, and Registered Interior Designers of Oklahoma (“Board”) met on Wednesday, June 2, 2021, at the Oklahoma History Center, 800 Nazih Zuhdi Dr., Oklahoma City, OK 73105 at 9:30 a.m. in a properly noticed meeting under the Oklahoma Open Meeting Act, 25 O.S.2011, §301 *et seq.* At the meeting, a sufficient number of members of the Board to constitute a quorum<sup>1</sup> held a hearing in the above-captioned matter. Russell C. Lissuzzo III of MCAFEE TAFT, P.C. appeared as the Board Prosecutor, and Respondent appeared in person and was represented by Steven M. Harris of DOYLE HARRIS DAVIS & HAUGHEY. The proceeding was brought under the provisions of Article II of the Administrative Procedures Act, 75 O.S.2011, §308a *et seq.* All testimony was taken under oath. The meeting was recorded electronically and by court reporter. A permanent record of the hearing will be maintained at the Board’s office.

---

<sup>1</sup> A quorum of the State Board of Governors of Licensed Architects, Landscape Architects, and Registered Interior Designers of Oklahoma is 6 governors. 59 O.S.2011, §46.6.

## I. SUMMARY OF THE EVIDENCE

The Board Prosecutor and Counsel for Respondent stipulated to each other's exhibits.

Accordingly, the following exhibits were admitted into evidence:

*Board Exhibits*

<b>Board Ex. No.</b>	<b>Description of Exhibit</b>
1	Letter from the Board of Governors of Licensed Architects of Oklahoma dated February 11, 1974.
2	Memorandum dated February 20, 2003 regarding the amendment of a May 5, 1995 Memorandum concerning designing plans for clients.
3	Table from the Oklahoma Chapter of the American Institute of Architects regarding 2006 practice act changes.
4	Copy of the Oklahoma State Architectural and Registered Interior Designers Act.
5	Copy of the Administrative Rules for the Board of Governors of Licensed Architects, Landscape Architects, and Registered Interior Designers of Oklahoma.
6	Renderings of Assurance Church, dated April 8, 1995 sealed by Charles Howard, PE
7	Letter from David Butler to JR Donelson, Inc. dated September 2, 2015.
8	Copy of Stop Work Order from the Oklahoma State Fire Marshal for Assurance Church dated September 16, 2015.
9	Copy of New Construction Building Permit Application Form from the Oklahoma State Fire Marshal dated September 20, 2015.
10	Copy of New Construction Building Permit Application Form from the Oklahoma State Fire Marshal approved with exceptions on October 29, 2015.
11	Floor Plans of Assurance Church sealed by Respondent, David A. Butler, Licensed Architect.
12	Email communication from Oklahoma State Fire Marshal's Office to JR Donelson on September 24, 2015.
13	Email communication from JR Donelson to a Mr. Carroll on September 26, 2015.
14	Email Communications between JC Carroll, Jean Williams, and JR Donelson between September 24, 2015, and October 5, 2015.
15	Company Roster of JR Donelson, Inc. from Record on Appeal, dated November 22, 2015.
16	[BLANK]
17	Email Communication between Russell Lissuzzo and Steve Harris, from May 21, 2021 to May 25, 2021.

<b>Board Ex. No.</b>	<b>Description of Exhibit</b>
18	Transcript of Hearing for J.R. Donelson, Inc., on March 31, 2016, before the State Board of Licensure for Professional Engineers and Land Surveyors.
19	Notice of Complaint and Hearing, Case No. 2015-443, dated April 27, 2021.
20	Affidavit of Service, signed and dated May 6, 2021 by Delmer Cook, PSS-20-1.
21	Copy of <i>Wamp v. Tennessee State Bd. of Architectural and Engineering Examiners</i> , 868 S.W.2d 273 (Tenn. 1993), Westlaw.
22	Copy of <i>Catlin v. Board of Registration of Architects</i> , 414 Mass. 1, 604 N.E.2d 1301 (1992), Westlaw.
23	Copy of <i>Piland v. Texas Bd. of Architectural Examiners</i> , 562 S.W.2d 26 (Tex. 1978), Westlaw.
24	Attorney General Opinion 2006-38, dated November 21, 2006.
25 <sup>2</sup>	Letter from David A. Butler to Chris Fossett regarding an agreement to provide architectural services, dated December 19, 2014.

*Butler Exhibits*

<b>Butler Ex. No.</b>	<b>Description of Exhibit</b>
1	Testimony of Joe Donelson, Jr., also known as J.R. Donelson from Oklahoma State Bd. of Licensure for Professional Engineers and Land Surveyors Hrg.
2	Testimony of Charles Howard from Oklahoma State Bd. of Licensure for Professional Engineers and Land Surveyors Hrg.
3	Testimony of Jean Williams from the Oklahoma State Bd. of Professional Engineers and Land Surveyors
4	Findings of Fact and Conclusions of Law in <i>JR Donelson, Inc. v. State, ex rel. Oklahoma State Bd. of Licensure for Professional Engineers and Land Surveyors, et al.</i> , Case No. CV-2016-567, Tulsa County District Court, filed on November 28, 2017.
5	Copy of OKLA. ADMIN. CODE §55:10-11-9, Westlaw.
6	Copy of OKLA. ADMIN. CODE §55:10-11-12, Westlaw.
7	Copy of Board Policy regarding buildings needing an architect that were built without one, effective as of June 2, 2010.
8	Copy of Board Policy regarding as built and record drawings, effective as of September 1, 2010.
9	Copy of Rules of Conduct for the National Council of Architectural Registration Boards, dated 2012-2013.
10	Letter from Steven M. Harris to Messrs. McClintock and Lissuzzo dated May 11, 2021
11	Copy of 59 O.S. §46.3. Definitions, Westlaw.

<sup>2</sup> The Board Prosecutor offered this as an impeachment exhibit and labeled it as Board Exhibit 24. For the purposes of this Order, it will be designated Board Exhibit No. 25.

<b>Butler Ex. No.</b>	<b>Description of Exhibit</b>
12	Copy of 59 O.S. §46.21b. Architects required for certain buildings--Code Use Groups--Exempted buildings, Westlaw.
13	Copy of <i>So-Lo Oil Co., Inc. v. Total Petroleum, Inc.</i> , 1992 OK 71, 832 P.2d 14, Westlaw.
14	Copy of <i>Samson Resources Co. v. Cloud</i> , 1991 OK CIV APP 55, 812 P.2d 1378, Westlaw.
15	Copy of <i>Mummagraphics, Inc. CRO, Inc.</i> , 2007 OK CIV APP 28, 158 P.3d 501, Westlaw.
16	Drawings from Pinnacle Plans, Inc. sealed by Cory S. Hann, PE 26623.
17	Renderings of Assurance Church sealed by Charles Howard, PE and David A. Butler, Licensed Architect.
18	Copy of American Institute of Architects 2018 Code of Ethics and Professional Conduct.
19	Copy of 59 O.S. §46.25. Seal of architect, Westlaw.

The Board called the following witnesses whose testimony generally included:

DAVID A. BUTLER – Mr. Butler began his testimony by briefly providing background information about his licensure and career in architecture. He then testified about his business relationship with JR Donelson, Inc. and how he became involved with the Assurance Church project in Mounds, Oklahoma. He further explained what services he provided to J.R. Donelson, Inc. Mr. Butler also provided specifics about his architecture firm.

J.R. DONELSON – Mr. Donelson testified about his background, experience, and education with architecture and engineering, and he also provided a synopsis of his work history. Mr. Donelson testified about his business relationship with Respondent Butler and how Donelson retained Mr. Butler for his services related to the Assurance Church project in Mounds, Oklahoma. He also elaborated on the work he performed for Butler and the services that Butler provided his firm.

Respondent Butler did not call any further witnesses and relied solely on cross examination of Messrs. Butler and Donelson.

## **II. STATEMENT OF THE CASE AND ISSUE BEFORE THE BOARD**

The Board, through its prosecutor, filed a notice of complaint on or about the 27th day of April, 2021, against the Respondent alleging that the Respondent unlawfully affixed his licensed architect seal to plans “without having requisite responsible control over the Project and plans.” *Notice of Complaint and Hearing*, at 3. The issue presented to the Board of Governors was whether the Board Prosecutor, in light of the totality of the evidence, demonstrated it was more true than not true that the Respondent violated the Act and the Board’s administrative rules by unlawfully affixing his seal to drawings that he did not exercise responsible control over.

## **III. FINDINGS OF FACT**

1. The Notice of Complaint and Hearing was officially filed on April 27, 2021. **See Board Ex. 19.** Service of the Notice of Complaint and Hearing was achieved on May 6, 2021. **See Board Ex. 20.**
2. At all relevant times, Respondent held an architect license #1311 with the Board. **See Testimony of David Butler, Hrg. Tr. 19:19-24; see also Board Ex. 1.**
3. Butler graduated with his undergraduate degree from the building construction and design program at John Brown University in Arkansas and then undertook an apprenticeship to sit for the examination to obtain his architectural license. **See Testimony of David Butler, Hrg. Tr. 77:3-7.**

4. Respondent maintains his own firm, David A. Butler, Sr., Architect, LLC. **See Testimony of David Butler, Hrg. Tr. 20:24.**

5. David A. Butler, Sr., Architect, LLC has no employees, and Respondent is the sole individual working under the limited liability company. **See Testimony of David Butler, Hrg. Tr. 21:1-2, 4.**

6. In April 2015, J.R. Donelson, Inc. was contracted by PLS Construction<sup>3</sup> to provide engineering services related to the construction of a prefabricated steel metal church building for Assurance Church in Mounds, Oklahoma. **See Testimony of J.R. Donelson, Hrg. Tr. 93:16-21.**

7. J.R. Donelson drew up CAD designs based on input and review from a licensed engineer, Charles Howard, working for his firm. **See Testimony of J.R. Donelson, Hrg. Tr. 95:22-96:1-11 & 102:16-20; see also Board Ex. 6.**

8. J.R. Donelson is neither a licensed professional engineer nor a licensed architect. **See Testimony of J.R. Donelson, Hrg. Tr. 92:2, 127:12-14, and 132:15-16 & Testimony of David Butler, Hrg. Tr. 67:7. See also Board Ex. 18, Tr. Vol. II 333:20-22 & 342:9-11.**

9. Mr. Donelson graduated with a degree in architecture from Oklahoma State University, and he completed some graduate coursework in architecture. Donelson also participated in the development of CAD (computer-aided design) software to assist in drafting engineer drawings. **See Testimony of J.R. Donelson, Hrg. Tr. 96:17, 97:3-4.**

---

<sup>3</sup> PLS LLC. **See Board Ex. 18, Tr. Vol. I 49:12.**

10. Charles Howard is a licensed engineer with the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors. **See Testimony of J.R. Donelson, Hrg. Tr. 92:20-21.**

11. Those designs (**Board Ex. 6 & Butler Ex. 17**) were then used for the construction of a prefabricated steel metal building intended to be the home of Assurance Church. **See Testimony of J.R. Donelson, Hrg. Tr. 103:8-11.**

12. Without the input of a licensed architect or licensed professional engineer, J.R. Donelson determined the Assurance Church building was rated as A-3 under the International Building Code, concluding that the drawings did not require the seal of the licensed architect.<sup>4</sup> **See Board Ex. 18, Tr. Vol. I 288-13 and 290:12-16 & 19-20.** Even more, Respondent supposed that Donelson determined the code use group. **See Testimony of David Butler, Hrg. Tr. 67:5.**

13. Upon review with Messrs. Donelson and Howard, PLS Construction signed off on the drawings made by J.R. Donelson, Inc. **See Testimony of J.R. Donelson, Hrg. Tr. 103:5-11.**

14. PLS Construction then submitted the drawings for review to J.C. Carroll to determine whether the drawings would be acceptable to the State Fire Marshal's Office. **See Board Ex. 18, Tr. Vol. I 263:8-15.**

15. PLS Construction and J.R. Donelson, Inc. were informed that such drawings or plans for such a building would require the seal of an architect. This was confirmed by the then-

---

<sup>4</sup> Although, during the hearing before the Board of Governors, Donelson testified that he and Howard would have both determined the IBC use group for the Assurance Church project. He nevertheless stood by his previous testimony before the Board of Licensure for Professional Engineers and Land Surveyors that he solely determined the IBC use group. **See Testimony of J.R. Donelson, Hrg. Tr. 116:17-19.**

Executive Director of the Board. **See Testimony of J.R. Donelson, Hrg. Tr. 106:14-5 & 19-20; Board Exs. 12-14.**

16. The Oklahoma State Fire Marshal issued a Stop Work order on Assurance Church on September 15, 2015, prior to the completion of the project.<sup>5</sup> **See Board Ex. 8; Testimony of J.R. Donelson, Hrg. Tr. 104:5-8.** The Fire Marshal also requested architectural plans. **See Testimony of David Butler, Hrg. Tr. 24:3-4 & 25:4-5.**

17. Upon issuance of the Stop Work Order, Donelson reached out to Respondent Butler for assistance, including the creation and sealing of architectural plans for the Assurance Church project.<sup>6</sup> **See Testimony of David Butler, Hrg. Tr. 24:1-9 and 29:2-3 (Donelson reached out to Butler on September 15) & Testimony of J.R. Donelson, Hrg. Tr. 107:19-20.**

18. A letter dated September 2, 2015 shows that Respondent agreed to provide architectural services to JR Donelson, Inc. (sic) concerning the “design and drafting of plans for the Assurance Church, Mounds, Ok.” **See Board Ex. 7.** Nothing in the letter specified how Respondent was to be compensated by J.R. Donelson, Inc. **See Testimony of David Butler, Hrg. Tr. 63:22.**

---

<sup>5</sup> The testimonies of Messrs. Butler and Donelson conflict with each other. Mr. Butler contended that the project was nearing completion—that is about 85-90% complete. Essentially, all that was left was paint. **See Testimony of David Butler, Hrg. Tr. 24:15-16.** In contrast, Mr. Donelson testified that the frame was up. **See Testimony of J.R. Donelson, Hrg. Tr. 107:24-108:5.** The testimony is consistent with his testimony in a hearing before the Board of Licensure for Professional Engineers and Land Surveyors. **See Board Ex. 18, Tr. Vol. II 332:17-19.**

<sup>6</sup> In his direct testimony, Respondent claimed that he hired Donelson to be a draftsman. **See Testimony of David Butler, Hrg. Tr. 65:16-17.** This is contrary to documentary evidence (**Board Ex. 7**) and the testimony of Mr. Donelson.



19. Butler directed Donelson to redraw the plans after he [Butler] was informed that he would have to be the “responsible charge.” **See Testimony of J.R. Donelson, Hrg. Tr. 109:4-11.**

20. Prior to redrawing the plans, Respondent requested Donelson to print him off a set of prints for him to review and mark up for them to be sent back to Donelson for redrawing.  
<sup>7</sup>**See Testimony of David Butler, Hrg. Tr. 22:13-17.**

21. Plans were sent from Donelson to Butler, who marked them up and sent them back to Donelson with revisions. **See Testimony of David Butler, Hrg. Tr. 89:11-13 and 90:6-10 & Testimony of J.R. Donelson, Hrg. Tr. 121:8-10.**

22. In addition to reviewing the zoning (code requirements), Respondent re-laid out the sheets of the drawings and added notes (2, 3, & 4), including on concerning elevation. **See Testimony of David Butler, Hrg. Tr. 37:14-15, 71:8-13 and 73:3-4.** Respondent then sent back these “check sets” to Donelson for incorporation in the drawings. **Hrg. Tr. at 69:13-16.**

23. Respondent testified that occupancy of the church was 150, which is based on charts in the 2015 International Building Code. According to Respondent, architects and engineers use these charts to determine the use group based on square footage. **See Testimony of David Butler, Hrg. Tr. 36:14 & 23 and 37:3-4.**

24. In developing the plans for the church, Respondent Butler spent a total of six or seven (6 or 7) hours on the plans, leaving Donelson to spend the remaining twenty-three or twenty-

---

<sup>7</sup> This account notably conflicts with the testimony of Mr. Donelson who stated that Mr. Butler came to his office and watched him [Donelson] redraw the plans for the church. **See Testimony of J.R. Donelson, Hrg. Tr. 109:4 and 110:2-3.**

four (23 or 24) hours on the plans. **See Testimony of David Butler, Hrg. Tr. 89:11-13 & 90:6-10.**

25. Respondent did not visit the site of Assurance Church until construction was completed. Consequently, prior to affixing his seal on the plans, he relied solely on the work of others when reviewing and modifying the engineering drawings he was provided by J.R. Donelson. **See Testimony of David Butler, Hrg. Tr. 67:14-25.**

26. Respondent did not review any site conditions or feasibility studies prior to preparing the plans he sealed. **See Testimony of David Butler, Hrg. Tr. 37:10-15.**

27. Mr. Donelson does not recall ever discussing the International Building Code use group for the Assurance Church project with Respondent. **See Testimony of J.R. Donelson, Hrg. Tr. 117:1-2.**

28. Instead of independently reviewing the metal building plans from the manufacturer, the engineering plans, conducting a site visit and taking measurements, Respondent relied *solely* on Mr. Donelson's best knowledge and the previous engineering plans to create his architecture plans with Donelson's drafting assistance. **See Testimony of J.R. Donelson, Hrg. Tr. 110:6-9.**

29. The plans (**Board Ex. 11**) bearing the architect seal of Respondent were submitted on or about September 25, 2015, in support of a New Construction Permit Application to the State Fire Marshal. **See Board Ex. 9.**

30. J.R. Donelson was not employed or retained by Respondent Butler at any relevant time related to the facts and circumstances surrounding the complaint. **See Testimony of David Butler, Hrg. Tr. 65:14 & Testimony of J.R. Donelson, Hrg. Tr. 114:21-24 & 120:15-19.**

31. Respondent Butler was not an employee of JR Donelson, Inc. **See Testimony of J.R. Donelson, Hrg. Tr. 120:11-14 & 133:18-19; see also Board Ex. 15.**

32. Respondent believes that he exercised responsible control over the project. **See Testimony of David Butler, Hrg. Tr. 88:18.**

33. Respondent relied substantially on the assistance of J.R. Donelson, who was *his client*, to perform his tasks related to the redrawing of the plans which he ultimately approved and sealed. **See Testimony of David Butler, Hrg. Tr. 32:19-20 & 34 and 33:2.**

34. Any conclusion of law below that is more properly characterized as a finding of fact is hereby incorporated as a finding of fact.

### **III. CONCLUSIONS OF LAW**

1. The practice of architecture is regulated under the State Architectural and Registered Interior Designers Act (“Act”), 59 O.S.2011, §46.1 *et seq.*, and by the Board of Governors constituted under the same Act.

2. Because Respondent is a licensee under the Act, the Board has jurisdiction to hear and dispose of the underlying complaint.

3. Okla. Stat. tit. 59, §46.18 (Supp. 2014) authorizes the Board to assess a civil penalty against any person for violation of the Act or the Board’s administrative rules. The civil penalty may be no more than one hundred dollars (\$100.00) for each day that said violation continues along with the associated legal costs for prosecuting the case. *Id.* at (A).

4. In determining the penalty, subsection B of §46.18 states the following—

[T]he Board shall include but not be limited to consideration of the nature, circumstances, and gravity of the violation and, with respect to the person or entity found to have committed the violation, the degree of culpability, the effect on ability of the person or entity to continue to

do business, and any show of good faith in attempting to achieve compliance with the provisions of the [Act].

5. Under 59 O.S.Supp.2014, §46.3, “practice of architecture is defined as follows—

[the] rendering or offering to render certain services, in connection with the design and construction, enlargement or alteration of a building or a group of buildings and the space surrounding such buildings, including buildings which have as their principal purpose human occupancy or habitation. The services referred to include planning, providing preliminary studies, designs, drawings, specifications, investigations and other technical submissions, the administration of construction contracts, and the coordination of any elements of technical submissions prepared by other consultants including, as appropriate and without limitation, consulting engineers and landscape architects; provided, that the practice of architecture shall include such other professional services as may be necessary for the rendering of or offering to render architectural services.

6. According to 59 O.S.2011, §46.25, all work prepared by the architect or under his or her “responsible control” must be sealed.

7. Even more, no submissions may be signed or sealed by a licensed architect unless he or she has prepared submissions [plans or renderings] or they were prepared under his or her responsible control, except when he or she is sealing submissions prepared by another licensed architect under the Act or persons under his or her responsible control and “has reviewed or adapted in whole or in part such portions and has either coordinated their preparation or integrated them into the work.” *Id.* at (1).

8. Under 59 O.S. §46.3, responsible control is defined as—

the amount of direct control and personal supervision of architectural, landscape architectural or registered interior designer's work and detailed knowledge of the content of tactical and technical submissions during their preparation as is ordinarily exercised by licensed architects or landscape architects applying the required professional standard of care. The terms direct control and personal supervision, whether used separately or together, mean active and personal management of the

firm's personnel and practice to maintain charge of, and concurrent direction over, architecture, landscape architecture or the work of a registered interior designer's decisions and the instruments of professional services to which the licensee or registrant affixes the seal, signature, and date.

9. The very definition of “responsible control” contemplates that a licensee under the Act must either rely on an employee or one who may provide “professional services.” While not defined under the Act, “professional service” is defined under the Professional Entity Act under 18 O.S.Supp.2012, §803(6). In fact, the Professional Entity Act requires that a professional service is rendered by a *licensed* architect, *licensed* engineer, or *licensed* land surveyor. *Id.* at §803(6) (g), (n), & (o).

10. OKLA. ADMIN. CODE §55:10-11-12(a) states, “No Licensee shall affix or attempt to affix the seal, signature, or dates to sketches, drawings, specifications, or other documents developed by unlicensed employees in their offices or professional consultants except as stated in OAC 55:10-11-9(e) (f).”<sup>8</sup>

11. Subsection b of OKLA. ADMIN. CODE §55:10-11-12 prohibits a licensee of the Board from affixing “the seal, signature, or date to documents” unless all the following three (3) conditions are met:

- (1) such documents were developed and prepared under a Licensee’s Responsible Control.
- (2) the Licensee had full authority to determine their development; and
- (3) the Licensee has reviewed and adopted, in whole or in part, architectural or landscape architectural portions and has either coordinated their preparation or integrated them into the work.

---

<sup>8</sup> Neither the Board Prosecutor nor the Respondent argue that either of the exceptions under OKLA. ADMIN. CODE §55:10-11-9 (e) or (f) apply. Accordingly, the Board does not address these exceptions and further assumes that they do not apply in this case.

12. Respondent Butler did not provide sufficient active and personal management over JR Donelson or J.R. Donelson, Inc. in the direct control and personal supervision of J.R. Donelson or JR Donelson, Inc. sufficient to maintain charge of, and current direction over, the architectural decisions and instruments of the professional services to which Respondent affixed his seal, signature, and date.

13. As Mr. Donelson is neither a licensed professional engineer nor a licensed architect, he is incapable of being a “professional consultant” under OKLA. ADMIN. CODE §55:10-11-12(a).

14. Although Respondent seeks to apply the 2010 Policy (**Butler Ex. 7**) against the Board here, it does not apply because it plainly requires the owner of the project to reach out to the licensed architect. Here, JR Donelson, Inc. did not own the property or project in question. J.R. Donelson, Inc. who provided engineering services retained Respondent Butler’s professional services as a licensed architect after being informed that state law required architecture plans sealed by a licensed architect for the project to be approved for use and occupancy.

15. Because Respondent Butler relied on his *client* and not an employee or a professional consultant as allowed under OKLA. ADMIN. CODE §55:10-11-12(a), he has not exercised the professional standard of care ordinarily required of a licensed architect under the Act and the Board’s rules. Even more, the evidence demonstrated that Respondent lacked sufficient detailed knowledge of the content of tactical and technical submissions during their preparation as it relates to the architectural plans he affixed his seal to.

16. Considering all the evidence presented and testimony offered, it is more probably true than not true that Respondent violated the Act by unlawfully affixing his architect seal to drawings of which he did not exercise responsible control over.

17. Any finding of fact above that is more properly characterized as a conclusion of law is hereby incorporated as a conclusion of law.

#### IV. ORDER

It is therefore **ADJUDGED, DECREED, and ORDERED** that Respondent has, contrary to the Act and the Board's administrative rules, affixed his seal to architectural plans to which he did not exercise sufficient responsible control.

It is **FURTHER ORDERED** that Respondent is hereby assessed a civil penalty of two thousand five hundred dollars (\$2,500.00) having weighed all factors under 59 O.S.2011, §46.18(B).

#### IT IS SO ORDERED.

On June 2, 2021, a sufficient number of members to constitute a quorum of the Oklahoma State Board of Governors of Licensed Architects, Landscape Architects, and Registered Interior Designers voted 6-0 to find Respondent guilty of unlawfully affixing his architect seal to renderings of which he did not possess responsible control over and impose a civil penalty of two thousand five hundred dollars (\$2,500.00).

  
\_\_\_\_\_  
**ELIZABETH GLASGOW**  
*Presiding Officer*

8.25.2021  
Date

**CERTIFICATE OF MAILING**

I hereby certify that on the 25<sup>th</sup> day of August 2021, the above and foregoing Final Agency Order was sent by U.S. first-class mail, postage prepaid, to the following:

Mr. Russell C. Lissuzzo III  
MCAFEE TAFT, P.C.  
Two Leadership Square, 8th Floor  
211 N. Robinson  
Oklahoma City, OK 73102

Mr. Steven M. Harris  
DOYLE HARRIS DAVIS & HAUGHEY  
2419 E. Skelly Dr.  
Tulsa, OK 74105-6006

PROSECUTOR FOR THE BOARD OF  
GOVERNORS

COUNSEL FOR RESPONDENT



---

**LESLIE HANSKA**  
*Executive Director*