

STATE OF MINNESOTA  
BOARD OF ARCHITECTURE, ENGINEERING, LAND SURVEYING, LANDSCAPE ARCHITECTURE,  
GEOSCIENCE AND INTERIOR DESIGN

In the Matter of

**SETTLEMENT AGREEMENT AND  
CEASE AND DESIST ORDER**

Dustin Tomoson  
Unlicensed

Board File No. 2023-0013

**STIPULATION**

Dustin Tomoson ("Respondent") and the Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design's Complaint Committee stipulate that, subject to Board's review and discretionary approval, the Board may issue a consent order that imposes the following sanctions:

A. Respondent shall pay to the Board a civil penalty of Ten Thousand Dollars (\$10,000). Of this amount, \$2,000 is stayed on condition that Respondent commit no further violations of any law, rule, or order within the Board's jurisdiction. Respondent shall submit the imposed penalty of \$8,000 by check to the Board within sixty (60) days of the Board's approval of this Settlement Agreement and Cease and Desist Order. If the Committee determines that Respondent has violated this condition, the stay shall be lifted and the \$2,000 penalty shall become due and payable, in addition to any other discipline the Board deems appropriate for the new violation(s). Respondent and the Board agree the Committee may lift the stay by order of the Committee, provided that Respondent may request a hearing to challenge the factual basis for lifting the stay within thirty days of the order, but Respondent may not challenge the amount of the stayed penalty.

B. Respondent shall cease and desist from practicing as an Architect in Minnesota until such time as he becomes licensed as an Architect in the State of Minnesota.

C. Respondent shall remain law abiding and comply with all statutes and rules within the Board's jurisdiction. *See* Minn. Stat. §§ 326.02–.15 (2022) and Minn. R. chs. 1800 & 1805 (2021).

D. Respondent shall report in writing within ten days any and all violations of this settlement agreement and cease and desist order to the Board's Executive Director.

Respondent and the Committee enter into this settlement agreement based on the following findings of fact, conclusions of law, and other stipulated provisions:

#### **Findings of Fact**

1. The Board has never issued Respondent an Architect license.
2. In 2014, Respondent bought the firm Ringdahl Architects, Inc. from the previous owner, Paul Ringdahl, who is an architect and currently an employee of the firm. Respondent's firm website lists him as the Principle-in-Charge [sic].
3. On April 19, 2021, Respondent practiced architecture by reviewing and signed a Fire Code analysis for a multiunit residential building.
4. In a May 9, 2022 letter from a residential home designer (herein known as "designer"), the designer stated to the Committee "I have had a very good working relationship with Dustin Tomoson at Ringdahl Architects for many years and have worked with him together on several commercial projects ... and only do 0-2 commercial jobs in an average year. When I

do Dustin has been my first choice and has been very helpful I have also recommended him many times to other clients. I have never dealt directly with Paul Ringdahl that I can recall. Dustin and I have worked together well and he is willing to work with the plans that I design / draw and he redlines them as needed and provides us with code reviews and will stamp the drawings to be submitted.”

- a. The designer confirmed in a later interview that they have never met the Respondent.

5. In the same May 9, 2022 letter, the designer states: “We ([name] and myself) designed the first 2 units in phases per needs of each potential client ... both of which were reviewed and stamped by Ringdahl. Dustin sent me pdf and jpg files of the code compliance report and stamp for me to add to my plans for submission per permitting.”

6. There were four projects that the designer completed that Respondent stamped with his employee’s architectural stamp between July 2017 and September 2021.

7. In a December 28, 2022 affidavit to the Committee, Respondent’s architect employee states: “In the business operations of Ringdahl Architects and High Pointe Homes (“High Pointe”), High Pointe would provide a general description of the building they were seeking and submit plans drafted by Woodland Home Design. Ringdahl Architects would then create “redlines” of changes they wanted to that general design. Woodland Home Design would draft the redlines and return them to Ringdahl Architects for further review. If Ringdahl approved those redlines, then the Ringdahl certified stamp would be applied to the revised plans. All revisions of plans of that nature would be supervised by Paul Ringdahl, licensed architect.”

8. As referenced in the affidavit from Respondent's employee, the plans created by Woodland Home Design were redlined by the architect when the plans were submitted to their office but were not prepared under the architects direct supervision.

- a. The term redline references marking corrections that need to be made on architectural drawings.
- b. Redlining only implies a review, not direct supervision of the architectural drawings during preparation. It does not require that the person redlining has worked on the project prior to their review.

9. Respondent has submitted his architect employee's name and seal to be affixed to plans that were not prepared by or under the architect's direct supervision.

10. Respondent's firm updated its procedures regarding projects involving an owner-engaged design/drafting consultant and sent a letter to the firm's clients. In the letter, Respondent's employer in part stated:

- a. "Ringdahl Architects shall be involved in every meeting with the client."
- b. "The contract would be direct between Ringdahl Architects and the owner.
  - a. A sub agreement using an AIA contract would be implemented for the draftsman to be a consultant of Ringdahl Architects."
- c. "Ringdahl Architects alone will be listed as the project Architect and will be solely listed on all construction documents, title blocks, design paperwork, notes, construction administration documents and contracts."

- d. "Ringdahl Architects alone will be listed as the project Architect and will be solely listed on all construction documents, title blocks, design paperwork, notes, construction administration documents and contracts."
- e. "Drafting consultant would not have the authority to make any design decisions without consulting with Ringdahl Architects on any matters pertaining to the design process or any contractual agreements."

#### **Conclusion of Law**

1. The Board has authority to license and regulate architecture and to take disciplinary action as appropriate. Minn. Stat. ch. 326.111 (2022).
2. Respondent violated Minnesota Statutes §§ 326.02 subs. 1 and 3 and 326.15 (2022).
3. This settlement agreement and cease and desist order is in the public interest.

#### **Other Stipulated Provisions**

1. This settlement agreement and cease and desist order must be approved by the Board to become effective.
2. Respondent agrees that the Committee may move the Board *ex parte*, with or without advance notice to the Respondent, to approve this settlement agreement and cease and desist order. Respondent understands that the Board may either approve the settlement agreement and cease and desist order or not approve it. This settlement agreement and the files,

records, and proceedings associated with this matter may be reviewed by the Board in its consideration of the Committee's motion.

3. If approved by the Board, this settlement agreement and cease and desist order shall be classified as public data. Minn. Stat. § 13.41, subd. 5 (2022). The Board will post a copy of this order on its website.

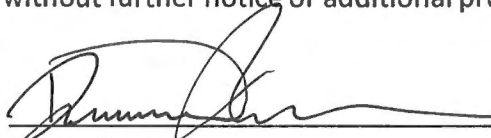
4. If the Board does not approve this settlement agreement and cease and desist order, then the matter remains unresolved and the Committee may either seek to negotiate a revised settlement agreement and cease and desist order with Respondent to present to the Board or issue an order commencing a contested-case hearing before an Administrative Law Judge at the Office of Administrative Hearings. See Minn. Stat. §§ 14.57–.62, 214.10, subd. 2 (2022) (describing administrative hearing process).

5. Respondent agrees that if this case comes before the Board again after it reviews and discusses this settlement agreement and cease and desist order, Respondent waives any claim that the Board was prejudiced by its review and discussion of this settlement agreement and cease and desist order and any records relating to it.

6. Respondent acknowledges that they were advised by the Committee of their right to a contested-case hearing in this matter before an Administrative Law Judge, to file exceptions and make argument to the Board after the hearing, and to seek judicial review from any adverse decision rendered by the Board. Respondent hereby expressly waives those rights. Respondent was further advised by the committee of their right to be represented by counsel and that they are represented by counsel.

7. Respondent has read, understands, and agrees to this settlement agreement and has voluntarily signed it. It is expressly understood that this settlement agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise. If approved by the Board, a copy of the final settlement agreement and cease and desist order shall be served personally or by first class mail on Respondent. The Board's order shall be effective when it is signed by the Chair of the Board or the Chair's designee.

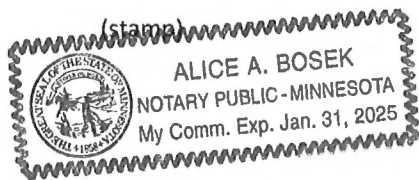
8. Pursuant to Minn. Stat. § 16D.13 (2022), any civil penalty imposed by this settlement agreement and cease and desist order shall begin to accrue simple interest in accordance with that section thirty days after the civil penalty is due. Pursuant to Minn. Stat. § 16D.17 (2022), thirty days after any civil penalty imposed by this settlement agreement and cease and desist order is due, the Board may file and enforce any unpaid portion of the civil penalty as a judgment against Respondent in district court without further notice or additional proceedings.

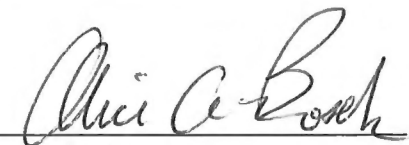
  
Dustin Tomoson

STATE OF Minnesota

COUNTY OF Douglas


This instrument was acknowledged before me on February 19, 2024 by Dustin Tomoson.



  
(Signature of notary officer)

My commission expires Jan. 31, 2025

COMPLAINT COMMITTEE

  
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ERIC FRISKE, JD  
Chair

Dated: March 14, 2024

CONSENT ORDER

Upon consideration of this settlement agreement and cease and desist order, and based upon all the files, records, and proceedings herein, all terms of the settlement agreement and cease and desist order are approved. Accordingly, the Board hereby ADOPTS the stipulation and issues the ORDER described above.

MINNESOTA BOARD OF ARCHITECTURE,  
ENGINEERING, LAND SURVEYING, LANDSCAPE  
ARCHITECTURE, GEOSCIENCE AND INTERIOR  
DESIGN

Dated: 3-21, 2024

  
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BY: MELISA RODRIGUEZ, PE  
Board Chair

BY: DANIEL KELSEY, PE  
VICE CHAIR