



IN THE MATTER OF : File No. 00-02

Arne F. Goldman :
Marous Brothers Construction :
1702 Joseph Lloyd Parkway :
Willoughby, Ohio 44094 :

Respondent : January 31, 2000

Settlement Agreement

This settlement agreement (hereinafter "Agreement") is made and entered into by and between the STATE BOARD OF EXAMINERS OF ARCHITECTS, (hereinafter the "**BOARD**"), located at 77 South High Street, 16th Floor, Columbus, Ohio 43266, a state agency charged with enforcing Ohio Revised Code Chapter 4703, and ARNE F. GOLDMAN of "MAROUS BROTHERS CONSTRUCTION" (hereinafter "**RESPONDENT**"), whose mailing address is 1702 Joseph Lloyd Parkway, Willoughby, Ohio 44094.

WHEREAS, a disagreement has arisen between **RESPONDENT** and the **BOARD** regarding **RESPONDENT**'s alleged violation(s) of Ohio Revised Code sections 4703.06 and 4703.18 arising out of **RESPONDENT**'s allegedly holding out to the public as a "Project Architect" through business marketing material and correspondence at a time when **RESPONDENT** did not possess a Certificate of Qualification to provide and/or offer *architectural services* in the State of Ohio.

WHEREAS, the **BOARD**, pursuant to O.R.C. 4703.03 (A), has initiated an investigation of the alleged violation(s) by **RESPONDENT**; and

WHEREAS, **RESPONDENT** does not possess, and heretofore has not possessed, a Certificate of Qualification as an Architect, pursuant to O.R.C. sections 4703.06 and 4703.18, to offer and/or provide *architectural services* in State of Ohio; and

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

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

1. **RESPONDENT** hereby stipulates that the conduct recited above constitutes a violation of Ohio Revised Code sections 4703.06 and 4703.18.
2. **RESPONDENT** hereby agrees not to engage in the practice of architecture or hold himself out as an architect or advertise in any way the providing of *architectural services* until such time as he becomes an architect in Ohio and is in compliance of the provisions of O.R.C. 4703.
3. **RESPONDENT** shall cause the term "Project Architect", "architecture" or any modification or derivation thereof to be permanently removed from, including but not limited to, his stationery, checks, bills, business cards, contracts, estimates, invoices, job tickets, labels, signs, directories, and advertisements or promotional materials. Henceforth, **RESPONDENT** shall not make any representation that would give rise to a belief that **RESPONDENT** is qualified to provide architectural services, or use, or cause to be used, the term "architecture" or any modification or derivation thereof until such time as **RESPONDENT** has made application for a Certificate of Qualification as an Architect and the Board has granted same; and
4. Provided that **RESPONDENT** fully complies with the terms of this agreement, the **BOARD** shall not initiate any legal action or proceeding against **RESPONDENT**, pursuant to O.R.C. 4703.181 and O.R.C. 4703.99 as a result of **RESPONDENT** allegedly holding out to the public as being a "Project Architect" qualified to provide *architectural services* in the State of Ohio; and
5. Should **RESPONDENT** fail to comply fully with the terms of this agreement, the **BOARD** reserves the right to institute formal legal proceedings for any and all possible violations or breaches, including but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this agreement;

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

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

8. This agreement:

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

b. shall be governed by the laws, rules, and interpretations of the State of Ohio.

9. This agreement may not be modified without the written approval of both parties.

10. This agreement is severable. If any provision of this agreement is declared void or invalid by any court, all other provisions of this agreement remain binding.

11. This provision is separable from all other provisions of the Agreement and is binding on **RESPONDENT** notwithstanding the provisions in paragraph (14) below. This Agreement is executed by the **RESPONDENT** for the purpose of avoiding further action with respect to this case. In this regard, **RESPONDENT** authorizes the **BOARD** to review and examine all investigative file material concerning this case prior to or in conjunction with consideration of this Agreement. Furthermore, should this Agreement not be accepted by the **BOARD**, it is agreed that presentation to and consideration of this Agreement and other documents and matters by the **BOARD** shall not unfairly constitute or illegally prejudice the **BOARD** or any of its members from further participation, consideration, or resolution of these proceedings and in conjunction herewith **RESPONDENT** hereby waives any such defense or claim.

12. The **BOARD** will publish the Agreement entered into by **RESPONDENT** in the *Board newsletter*.

13. This Agreement shall be considered a public record in accordance with O.R.C. 149.43.

14. It is hereby understood that except for paragraph (11) above, which is binding on **RESPONDENT** by her signature alone, this Agreement shall not be binding on any of the parties unless it has been signed and executed by the parties below. If the parties are unable to reach an Agreement on the terms herein, or the Agreement is rejected by the **BOARD**, this Agreement shall become null and void without any force or effect. The Board's approval shall be designated by a majority vote of the **BOARD** at a Board meeting at which this Agreement is considered.

15. **RESPONDENT** acknowledges that he has read this Settlement Agreement, that he has had an opportunity to discuss it with his attorney(s), that he fully understands this agreement, and that he is voluntarily signing this agreement.

RESPONDENT

BY: 

Arne F. Goldman,
Marous Brothers Construction

DATE: 4.29.00

THIS SETTLEMENT AGREEMENT IS APPROVED IN FULL:

DATED THIS 10TH DAY OF MAY, 2000.

STATE OF OHIO
STATE BOARD OF EXAMINERS OF ARCHITECTS


WILLIAM N. WILCOX
EXECUTIVE DIRECTOR

STATE OF OHIO
BOARD OF EXAMINERS OF ARCHITECTS

MAY 10 2000

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