

SETTLEMENT AGREEMENT

This agreement is made and entered into by and between the State Board of Examiners of Architects (hereinafter "BOARD") and IRVING M. MERDINGER (hereinafter "MERDINGER") on the 27th day of JANUARY, 1994⁵

WHEREAS, a disagreement has arisen between MERDINGER and the BOARD regarding alleged violation(s) by MERDINGER of R.C. §4703.06, and 4703.18, arising out of MERDINGER' allegedly providing and holding himself out as providing architectural services in Ohio in conjunction with or through a contractor or builder unlicensed by the Board at a time during which a contractor or builder unlicensed by the Board was not licensed to provide architectural services by the Board; and

WHEREAS, the BOARD has initiated an investigation of the alleged violation(s) by MERDINGER; and

WHEREAS, the BOARD and MERDINGER 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 MERDINGER agree as follows:

1. MERDINGER hereby agrees not to enter upon or engage in the practice of architecture through a contractor or builder unlicensed by the Board, for the benefit of third-party owner and MERDINGER until such time as a contractor or builder unlicensed by the Board is in compliance with the provisions of R.C. 4703.01 to R.C. 4703.19, inclusive. MERDINGER may provide a contractor or builder unlicensed by the Board with architectural services on all

projects in which a contractor or builder unlicensed by the Board is the owner of the building. MERDINGER may otherwise engage in the practice of architecture and hold himself out as an architect or advertise in any way the providing of architectural services, all as permitted in R.C. §4703.16, et seq.; and

2. The BOARD agrees not to initiate any legal action or proceeding against MERDINGER pursuant to R.C. 4703.181, R.C. 4703.99, or R.C. 4703.07 as a result of MERDINGER' association until the present date with a contractor or builder unlicensed by the Board; and

3. This Settlement Agreement is not intended to be and is not deemed to be evidence of nor an admission of any violation of law on the part of MERDINGER, the same being expressly denied, but constitutes a compromise and settlement of a disputed matter between the parties and operates as a release of all claims of MERDINGER 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 or settlement of this dispute giving rise to the alleged liability of MERDINGER for the alleged violation(s) herein; and

4. The BOARD and MERDINGER acknowledge that the facts upon which this agreement is made may hereafter prove to be other or different from the facts now known or believed to be true. The BOARD and MERDINGER mutually assume the risk of the facts proving to be different and each party agrees that all terms of this Settlement Agreement shall be binding in all respects and not

8. This document shall be considered a public record in accordance with R.C. 149.43.

STATE BOARD OF EXAMINERS
OF ARCHITECTS

BY: *Irving M. Merdinger*
IRVING M. MERDINGER

BY: *William N. Wilcox*
WILLIAM N. WILCOX
Executive Secretary

DATE: *January 27th 1995*

DATE: *2/10/95*