

SETTLEMENT AGREEMENT

This agreement is made and entered into by and between the OHIO STATE BOARD OF EXAMINERS OF ARCHITECTS (hereinafter "**BOARD**") and DENNIS S. MALONE, Certificate No.3959, hereinafter ("**MALONE**") effective on the ~~26th~~ day of February, 1999.

WHEREAS, a disagreement has arisen between **MALONE** and the **BOARD** regarding alleged violation(s) by **MALONE** of O.R.C. 4703.15 (D) and 4703.151; arising out of **MALONE**'s involvement in altering construction documents originally designed by another Ohio architectural firm for the residence of Mary and Larry Uhlenbrock of Indian Hill, Ohio on or about 1998.

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

WHEREAS, the **BOARD** and **MALONE** desire to resolve the above mentioned disagreement without further formal legal proceedings; and

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

1. With respect to the complaint alleging that **MALONE** removed the original architect's seals and title block by altering the construction drawings, documents and specifications belonging to the original architectural firm where **MALONE** was without prior written consent of the architect or architectural firm originating the design, **MALONE** will accept a **LETTER OF REPRIMAND** attached as Exhibit A hereto; and
2. The **BOARD** will notify *NCARB* of the discipline accepted by **MALONE**;

3. The **BOARD** will publish the discipline accepted by **MALONE** in the *OHIO ARCHITECT* newsletter.

4. It is hereby understood that this Settlement 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 Settlement Agreement is rejected by the **BOARD**, this document shall become null and void without any force or effect. Signature by the Executive Secretary of the Board on this document does not indicate approval or execution of this agreement by the **BOARD**. The **BOARD**'s approval shall be designated by a majority vote of the **BOARD** at a board meeting at which this agreement is considered; and

5. **MALONE** initiated settlement negotiations in order to attempt to resolve the allegations filed against him. In this regard, he has authorized the **BOARD** to review and examine all investigative file materials concerning this case prior to and in conjunction with consideration of any proposed settlement agreement or counter-proposal by the **BOARD**. It is agreed that presentation to and consideration of any proposed settlement and file materials to the **BOARD**, or the offer of any counter-proposal by the **BOARD**, will not and has not unfairly or improperly prejudiced **MALONE** in this matter, and will not prevent the **BOARD** or any of its members from participation, consideration, adjudication or resolution of these proceedings.

6. The **BOARD** and **MALONE** agree that this is a final resolution of all charges, actions, claims or defenses of any kind whatsoever between the two parties, whether administrative, civil or criminal, related to the allegations brought by the **BOARD** against **MALONE** pertaining to **MALONE**'s work to date; and

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

149.43.

OHIO STATE BOARD OF EXAMINERS
OF ARCHITECTS

BY: 
DENNIS S. MALONE

BY: 
WILLIAM N. WILCOX
Executive Secretary

DATE: 2/20/99

DATE: 2/26/99