

OHIO ARCHITECTS BOARD

RECEIVED

FEB 14 2012

IN THE MATTER OF:	:	File No. 2012-10
	:	
David J. Roth, Cert. No. 4291	:	
1646 Tiffin Avenue	:	
Findlay, Ohio 45840	:	

SETTLEMENT AGREEMENT

1. This agreement is made between David J. Roth, hereinafter ("Respondent") and the Ohio Architects Board, hereinafter ("Board").

2. The above parties hereby stipulate to the jurisdiction of the Board over this matter.

3. The Board enters into this Settlement Agreement in lieu of formal proceedings based upon alleged violations of Ohio Revised Code Sections 4703.15 (A) (1) and Ohio Administrative Code 4703-1-01 (C), 4703-1-11 (B), 4703-1-11 (G), 4703-3-07 (C) (4), 4703-3-07 (E) (3) and 4703-3-07 (E) (4) as listed in the Notice of Opportunity letter dated February 10, 2012, hereinafter ("Notice") sent to Respondent by Amy M. Kobe, Executive Director of the Board.

4. The Board expressly reserves the right to institute formal proceedings based upon any other violations of Chapter 4703 of the Revised Code and the Ohio Administrative Code, whether occurring before or after the effective date of this agreement.

5. The parties agree that the terms of this agreement are a compromise and that the settlement agreement binds the parties hereto, their assigns and successors in interest. This is a disciplinary action that will be a part of Respondent's permanent Board record and is information that is available to the public.

6. As a result of an investigation conducted by the Board, Respondent was notified by Notice that the Board intended to determine whether or not to revoke or suspend his license to practice architecture in the State of Ohio based upon allegations that he failed to successfully complete the mandatory continuing education requirements within the time period prescribed by law and that he allegedly committed an act of fraud, misrepresentation of material facts and made misleading, deceptive or false statements or claims when he attested

and certified with his personal signature on his 2012-2013 Ohio renewal application that he had completed the requirements of mandatory continuing education, when in fact he did not.

7. Based upon the foregoing, as a full and complete settlement of this matter and in the mutual best interests of the parties, Respondent and the Board hereby agree to the following terms of settlement in Case No. 2012-10:

A. Respondent waives his right to an appeal and an opportunity to be heard pursuant to Chapter 119 of the Ohio Revised Code.

B. Respondent will pay a monetary fine of \$1,500/ One-Thousand, Five-Hundred Dollars to the Board no later than August 10, 2012. Minimum monthly payments of at least \$250.00 due the 10th day of each month, with the first payment due on or before March 10, 2012.

C. Respondent will successfully complete the "*Ethics and Professional Rules of Conduct: Distinction and Clarification*" mini monograph offered by NCARB and provide to the Board a copy of the certificate of completion no later than March 10, 2012. (*CE hour awarded will not count towards the mandatory continuing education requirement*).

D. Respondent hereby agrees that in the future, he will comply with the Board's mandatory continuing education requirements, rules and deadlines and will not renew his Ohio license until he has successfully completed all mandatory continuing education requirements.

E. Respondent affirms that he has read and understands the Board's current laws & rules in Ohio Revised Code Chapter 4703 and Ohio Administrative Code Chapter 4703. Laws & rules can be found on the Board's website at www.arc.ohio.gov

F. Respondent shall obey all federal, state and local laws and all laws and administrative rules governing the practice of architecture in the state of Ohio and any United States jurisdiction where he may hold a license to practice architecture. If Respondent is convicted of any criminal offense or violation of law other than a minor misdemeanor offense within the next two (2) years, he shall report those facts and circumstances in writing to the Board within thirty (30) days from the conviction.

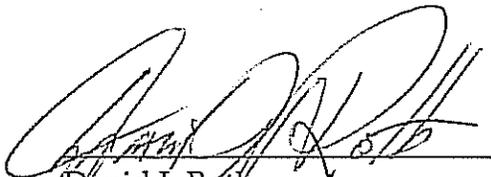
8. If Respondent violates any provision of the agreement or fails to abide by the terms or sanctions set forth above, Respondent agrees that the Board may suspend his certificate of qualification to practice architecture in Ohio until such time as the terms or sanctions of the agreement are fully completed to the satisfaction of the Board.

9. It is hereby understood that 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, this document shall become null and void and without any force or effect.

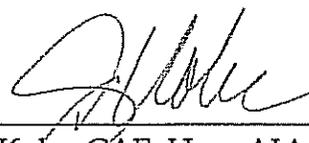
10. Respondent waives any and all claims or causes of actions he may have against the State of Ohio, the Ohio Architects Board and its members, officers, employees and/or agents of either, arising out of the matters which are the subject of this settlement agreement.

11. This agreement shall be effective on the date it is approved by the Board and signed by the Board's Executive Director.

12. This document shall be considered a public record in accordance with Ohio Revised Code Section 149.43.



David J. Roth
Cert. No. 4291



Amy M. Kobe, CAE, Hon. AIA
Executive Director of the Board

Date: 02/13/12

Date: 4/20/12

NOTE:
A CHECK OF \$250.00 ACCOMPANIES THIS NOTICE!
I HAVE ALREADY STARTED THE CEU REQUESTED
AND HOPE TO FINISH BY THIS FRIDAY.

IN THE MATTER OF:

File No. 01-18

David J. Roth, Cert. No. 4291
The Architect
114 West Front Street
Findlay, Ohio 45840

October 12, 2001

Settlement Agreement

This settlement agreement (hereinafter "Agreement") is made and entered into by and between the STATE OF OHIO, 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 DAVID J. ROTH, Cert. No. 4291, (hereinafter "**RESPONDENT**"), whose mailing address is 114 West Front Street, Findlay, Ohio 45840.

WHEREAS, a disagreement has arisen between **RESPONDENT** and the **BOARD** regarding **RESPONDENT**'s alleged violation(s) of Ohio Revised Code sections 4703.15 (D) and O.A.C. 4703-3-09 (A) and 4703-3-10 (A), (B) arising out of **RESPONDENT**'s involvement in allegedly taking plans and specifications originally prepared and developed by another architect for renovations to the "American Institute Massotherapy, Inc." in Tiffin, Ohio in 2001 and completely re-creating the very same drawings and submitting them as his own for a permit without the written consent of the original architect.

Additionally, it is alleged that **RESPONDENT** did not possess a written contract with the client for architectural services as is required.

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

WHEREAS, at all times pertinent hereto, **RESPONDENT** was duly registered in the State of Ohio, having been issued certificate number #4291 by the **BOARD**. **RESPONDENT**'S registration is in good standing; 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 4703.15 (D) and Ohio Administrative Code sections 4703-3-09 (A) and 4703-3-10 (A), (B).
2. **RESPONDENT** waives his right to a hearing, pursuant to Ohio Revised Code section 119.07 and any and all claims or causes of action he may have, including but not limited to, appeal from this agreement, or any order derived herefrom, or attorney fees, against the State of Ohio, the **BOARD** and its members, officers, employees and/or agents, arising out of matters which are subject of this agreement.
3. **RESPONDENT** shall immediately cease and desist from taking plans and specifications originally developed by another architect without first obtaining the architect's written consent.
4. **RESPONDENT** shall utilize a *written contract* when providing architectural services to a client.
5. With respect to the charges alleging that **RESPONDENT** used plans and specifications originally developed by another architect without first obtaining the original architect's written consent; and that **RESPONDENT** did not have a written contract with the client, **RESPONDENT** will accept a *Letter of Reprimand* attached as Exhibit A hereto.
6. **RESPONDENT** will successfully complete and pass the *Professional Conduct Monograph* published by NCARB and provide a copy of his certificate of completion to the Board within (6) six-months following the execution of the instant Agreement by all parties.
7. The **BOARD** will notify *NCARB* of the discipline accepted by **RESPONDENT**;
8. The **BOARD** will publish the discipline accepted by **RESPONDENT** in the Board newsletter.
9. **RESPONDENT** shall obey all federal, state and local laws, and all laws and administrative rules governing the practice of architecture in the state of Ohio and any United States jurisdiction where the **RESPONDENT** may hold a license to practice architecture. If **RESPONDENT** is arrested or charged with any violation of law, other than minor misdemeanor traffic violations, he shall report those facts and circumstances in writing to the Board within thirty (30) days from the arrest, citation or charge.

10. 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;

11. If the **BOARD** determines, in or at its discretion, that **RESPONDENT** has violated any terms of this agreement, the Board may impose any penalty provided for in Ohio Revised Code section 4703.151.

12. 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

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

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 courts of the State of Ohio.

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

15. 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.

16. This provision is separable from all other provisions of the Agreement and is binding on **RESPONDENT** notwithstanding the provisions in paragraph (19) below. This Agreement is executed by the **RESPONDENT** for the purpose of avoiding further administrative action with respect to this case.

In this regard, **RESPONDENT** initiated settlement negotiations in order to attempt to resolve the disciplinary action filed against him. **RESPONDENT** authorized the **BOARD** to review and examine all investigative file material concerning this case prior to or in conjunction with consideration of this Agreement or counter-proposal by the **BOARD**.

Furthermore, should this Agreement not be accepted by the **BOARD**, it is agreed that presentation to and consideration of this Agreement, counter-proposal, or 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, adjudication or resolution of these proceedings and in conjunction herewith **RESPONDENT** hereby waives any such defense or claim.

17. The **BOARD** and **RESPONDENT** 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 **RESPONDENT** pertaining to **RESPONDENT**'s work to date; and

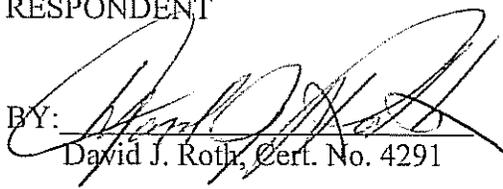
18. This Agreement shall be considered a public record in accordance with O.R.C. 149.43.

19. It is hereby understood that except for paragraph (16) above, which is binding on **RESPONDENT** by his 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.

20. **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:


David J. Roth, Cert. No. 4291

DATE:

10/20/01

THIS SETTLEMENT AGREEMENT IS APPROVED IN FULL:

DATED THIS 5th DAY OF NOVEMBER, 2001.

STATE OF OHIO
BOARD OF EXAMINERS OF ARCHITECTS



WILLIAM N. WILCOX
EXECUTIVE DIRECTOR