

SETTLEMENT AGREEMENT

This written agreement is made and entered into by and between the State Board of Examiners of Architects (hereinafter "BOARD") and Wayne L. Schlegel (hereinafter "SCHLEGEL") on this 14 day of October, 1994, to memorialize an oral agreement entered into by and between the BOARD and SCHLEGEL on or about March 25, 1994, which became effective on that date.

WHEREAS, a disagreement has arisen between SCHLEGEL and the BOARD regarding alleged violation(s) by SCHLEGEL of R.C. 4703.06 and R.C. 4703.18, arising out of SCHLEGEL's conviction in United States v. Wayne L. Schlegel, Case No. CR-2-93-059(1); and

WHEREAS, the BOARD has initiated an investigation of this matter; and

WHEREAS, the BOARD and SCHLEGEL 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 SCHLEGEL agree as follows:

1. SCHLEGEL hereby agrees not to enter upon or engage in the practice of architecture, commercial or residential, or hold himself out as an architect or registered architect or advertise in any way the providing of architectural services during the period of his incarceration in the above-referenced case. SCHLEGEL may practice as, and hold himself out as an architect during the period of his probation; and

2. The BOARD agrees not to initiate any legal action or proceeding against SCHLEGEL as a result of SCHLEGEL's conviction or the facts underlying this conviction; 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 SCHLEGEL, 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 SCHLEGEL 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; and

4. The BOARD and SCHLEGEL 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 SCHLEGEL 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 subject to termination or rescission by reason of any such difference in facts; and

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

6. 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 whatever, either expressed or implied, other than herein set forth, shall be binding on any of the parties;
- b. shall be governed by the laws of the State of Ohio, this transaction bearing a reasonable relation to said state.

7. 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.

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

BY: 
WAYNE L. SCHLEGEL

STATE BOARD OF EXAMINERS
OF ARCHITECTS

BY: 
WILLIAM N. WILCOX
Executive Secretary

DATE: 9.19.94

DATE: 10/14/94