

SETTLEMENT AGREEMENT

This agreement is made and entered into by and between the Ohio State Board of Examiners of Architects (hereinafter "**BOARD**") and MICHAEL L. DYER Certificate No. 8738, hereinafter ("**DYER**") effective on the 26th day of October 1998.

WHEREAS, a disagreement has arisen between **DYER** and the **BOARD** regarding alleged violation(s) by **DYER** of O.R.C. 4703.151 and O.A.C. 4703-3-07 (D) (3) arising out of **DYER**'s entering into an Agreed Order with the Tennessee State Board of Architectural Examiners on or about August of 1996 for various violations in that jurisdiction;

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

WHEREAS, the **BOARD** and **DYER** 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 **DYER** agree as follows:

1. With respect to the charges alleging that **DYER** entered into an Agreed Order with the Tennessee State Board of Architectural Examiners on or about August of 1996 for various violations in that jurisdiction, **DYER** will accept a *six (6) month suspension* of his Ohio certificate of qualification to practice architecture, beginning November 1, 1998 and running through May 1, 1999.

2. Following the expiration of the six (6) month suspension referred to in paragraph #1, **DYER'S** certificate of qualification will be reinstated automatically and **DYER** will then accept a six (6) month probationary period, beginning May 1, 1999 and running through November 1, 1999.

3. **DYER** hereby agrees to comply with the registration laws and regulations governing his or her professional practice in any United States jurisdiction; and

4. The **BOARD** will notify NCARB of the agreement entered into between the **BOARD** and **DYER**.

5. The **BOARD** will publish this disciplinary action in the *Ohio Architect Newsletter*.

6. 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

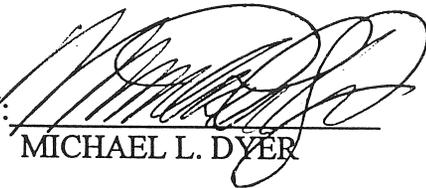
7. **DYER** initiated settlement negotiations in order to attempt to resolve the allegations concerning him. In this regard, he has authorized the **BOARD** to review and examine all investigative file materials concerning this case prior to and in conjunction with consideration of any proposed settlement 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 **DYER** in this matter, and will not prevent the **BOARD** or any of its members from participation, consideration, adjudication or resolution of these proceedings.

8. The **BOARD** and **DYER** 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 **DYER** pertaining to **DYER's** work to date; and

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

STATE BOARD OF EXAMINERS
OF ARCHITECTS

BY: 
MICHAEL L. DYER

BY: 
WILLIAM N. WILCOX
Executive Secretary

DATE: 10/23/98

DATE: 10/26/98