



Attorney General
Lee Fisher

97-605
November 20, 1991

William N. Wilcox
Executive Secretary
State Board of Examiners of Architects
77 South High Street
16th Floor
Columbus, Ohio 43266-0303

Re: Victor S. Alcoreza dba Architecture, Art & Design

Dear Bill:

Enclosed please find the Settlement Agreement executed by Mr. Alcoreza. After you have executed the same, please send me a copy for my files. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Raul Rosado, Jr.", written over a horizontal line.

RAUL ROSADO, JR.
Assistant Attorney General
(614) 466-2980

RRJ:lsb

Enclosure

SETTLEMENT AGREEMENT

This agreement is made and entered into by and between the State Board of Examiners of Architects (hereinafter "BOARD") and VICTOR S. ALCOREZA dba ARCHITECTURE, ART AND DESIGN (hereinafter "ALCOREZA") on the 28 day of OCTOBER, 1991.

WHEREAS, a disagreement has arisen between ALCOREZA and the BOARD regarding alleged violation(s) by ALCOREZA of R.C. 4703.06 and R.C. 4703.18, arising out of ALCOREZA's allegedly holding themselves out through advertising the providing of architectural services; and

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

WHEREAS, the BOARD and ALCOREZA 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 ALCOREZA agree as follows:

1. ALCOREZA hereby agrees not to enter upon or engage in the practice of architecture, or hold themselves out as an architect or registered architect or advertise in any way the providing architectural services until such time as they are in compliance with the provisions of R.C. 4703.01 to R.C. 4703.19, inclusive; and

2. The BOARD agrees not to initiate any legal action or proceeding against ALCOREZA pursuant to R.C. 4703.181, R.C. 4703.99, or R.C. 4703.07 as a result of ALCOREZA's allegedly holding themselves out as providing the architectural services that gave rise to this dispute; 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 ALCOREZA, 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 ALCOREZA 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 ALCOREZA for the alleged violation(s) herein; and

4. The BOARD and ALCOREZA 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 ALCOREZA 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 ALCOREZA agree that notwithstanding the terms of this agreement, ALCOREZA will be allowed to sit for the examination to become a registered architect, as he is a candidate for the exam at this time.

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

7. 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.

8. 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.

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

STATE BOARD OF EXAMINERS
OF ARCHITECTS

BY: Victor S. Alcoreza
VICTOR S. ALCOREZA

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

DATE: OCT. 28, 1991

DATE: Nov. 25, 1991

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