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SETTLEMENT AGREEMENT

This agreement is made and entered into by and between the State Board of Examiners of Architects (hereinafter "BOARD") and Joseph A. Brown (hereinafter "BROWN") on the 25th day of FEBRUARY, 1991.

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

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

WHEREAS, the BOARD and BROWN 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 BROWN agree as follows:

1. BROWN hereby agrees not to enter upon or engage in the practice of architecture, or hold himself out as an architect or registered architect or advertise in any way the providing architectural services until such time as he is 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 BROWN pursuant to R.C. 4703.181, R.C. 4703.99, or R.C. 4703.07 as a result of BROWN's allegedly

holding himself 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 BROWN, 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 BROWN 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 BROWN for the alleged violation(s) herein; and

4. The BOARD and BROWN 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 BROWN 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 BROWN 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. may be executed in four or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument;
- c. 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.

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

JOSEPH A. BROWN

BY: 
JOSEPH A. BROWN

DATE: FEBRUARY 25, 1991

STATE BOARD OF EXAMINERS
OF ARCHITECTS

BY: 
WILLIAM N. WILCOX
Executive Secretary

DATE: MARCH 8, 1991