

SETTLEMENT AGREEMENT

This agreement is made and entered into by and between the State Board of Examiners of Architects (hereinafter "BOARD") and Neil S. Schwartz, (hereinafter "SCHWARTZ") on the 4th day of NOVEMBER, 1992.

WHEREAS, a disagreement has arisen between SCHWARTZ and the BOARD regarding alleged violation(s) by SCHWARTZ of R.C. 4703.06 and R.C. 4703.18, arising out of SCHWARTZ's allegedly holding himself out as having provided architectural services in Ohio at a time during which he was not licensed to practice architecture by the Board; and

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

WHEREAS, the BOARD and SCHWARTZ 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 SCHWARTZ agree as follows:

1. SCHWARTZ 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 in Ohio 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 SCHWARTZ pursuant to R.C. 4703.181, R.C.

4703.99, or R.C. 4703.07 as a result of SCHWARTZ's allegedly holding himself out as providing architectural services; 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 SCHWARTZ, 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 SCHWARTZ 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 SCHWARTZ for the alleged violation(s) herein; and

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

6. This agreement:

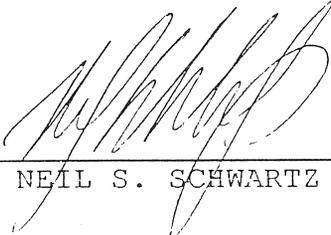
a. contains the entire agreement between the parties, and it is expressly understood and agreed that no promises,

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: 
NEIL S. SCHWARTZ

BY: 
WILLIAM N. WILCOX
Executive Secretary

STATE BOARD OF EXAMINERS
OF ARCHITECTS

DATE: 11/4/92

DATE: 11/23/92