

SETTLEMENT AGREEMENT

This agreement is made and entered into by and between the State Board of Examiners of Architects (hereinafter "BOARD") and LAURA L. ANDUJAR Certificate No. 11340, hereinafter ("ANDUJAR") effective on the _____ day of _____ 1998.

WHEREAS, a disagreement has arisen between ANDUJAR and the BOARD regarding alleged violation(s) by ANDUJAR of O.R.C. 4703.06, 4703.18 and O.A.C. 4703-3-03 arising out of ANDUJAR's allegedly providing and holding herself out as providing architectural services in Ohio in conjunction with or through ROBERTSON DESIGN SERVICES at a time during which ROBERTSON DESIGN SERVICES was not licensed to provide architectural services by the BOARD;

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

WHEREAS, the BOARD and ANDUJAR 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 ANDUJAR agree as follows:

1. ANDUJAR hereby agrees not to enter upon or engage in the practice of architecture through ROBERTSON DESIGN SERVICES until such time as ROBERTSON DESIGN SERVICES is in compliance with the provisions of R.C. 4703.01 to R.C. 4703.19, inclusive. ANDUJAR may otherwise engage in the practice of architecture and hold herself out as an architect or advertise in any way the providing of architectural services, all as permitted in R.C. 4703.16, et seq.; and

2. The BOARD agrees not to initiate any legal action or proceeding against ANDUJAR pursuant to R.C. 4703.181, R.C. 4703.99, or R.C. 4703.07 as a result of ANDUJAR's association until the present date with ROBERTSON DESIGN; and

3. This Settlement Agreement is not intended to be and is not deemed to be evidence of nor admission of any violation of law on the part of ANDUJAR, the same being expressly denied, but constitutes a compromise and settlement of a disputed matter between the parties; and

4. The BOARD and ANDUJAR 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 ANDUJAR 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 ANDUJAR 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 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.

STATE BOARD OF EXAMINERS
OF ARCHITECTS

BY: Laura Andujar
LAURA L. ANDUJAR

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

DATE: 3/10/98

DATE: 3/16/98