

John R. Hause, Cert. No. 11670  
1130 Woodcrest Avenue  
Clearwater, Florida 33756

March 8, 2006

Respondent

## Settlement Agreement

This settlement agreement (hereinafter "Agreement") is made and entered into by and between the **STATE OF OHIO, BOARD OF EXAMINERS OF ARCHITECTS**, (hereinafter the "**BOARD**"), located at 77 South High Street, 16<sup>th</sup> Floor, Columbus, Ohio 43215-6108, a state agency charged with enforcing Ohio Revised Code Chapter 4703, and **JOHN R. HAUSE**, Cert. No. 11670 (hereinafter "**RESPONDENT**"), whose mailing address is 1130 Woodcrest Avenue, Clearwater, Florida 33756.

WHEREAS, a disagreement has arisen between **RESPONDENT** and the **BOARD** regarding **RESPONDENT**'s alleged violation(s) of Ohio Revised Code sections 4703.15 (A) (3), (5) and Ohio Administrative Code sections 4703-3-01 (C), 4703-3-07 (E) (1), 4703-3-07 (D) (3) and 4703-3-09 (A) arising out of **RESPONDENT**'s involvement in reviewing, signing and sealing construction documents in conjunction with or through "4Dzines, LLC." at a time during which this firm was not licensed to provide and/or offer architectural services by the **BOARD**. Additionally, **RESPONDENT** provided architectural services without using a written contract between himself and his client.

These allegations specifically relate to architectural services provided, and construction documents prepared for on the "Honey Baked Ham Company" store project located at 1006 Hebron Road in Heath, Ohio on or about September 2004.

WHEREAS, the **BOARD**, pursuant to O.R.C. 4703.03 (A), has initiated an investigation of the alleged violation(s) by **RESPONDENT**; and

WHEREAS, at all times pertinent hereto, **RESPONDENT** was duly registered in the State of Ohio, having been issued certificate number #11670 by the **BOARD**. **REPPONDENT'S** registration is in good standing; and

WHEREAS, the **BOARD** and **RESPONDENT** desire to resolve the above-mentioned disagreement without formal legal proceedings.

- c. **RESPONDENT** will accept a Letter of Reprimand attached as Exhibit A hereto.
- d. By signing this agreement, **RESPONDENT** affirms that he has read and understands the Board's laws & rules found in Ohio Revised Code Chapter 4703 and Ohio Administrative Code Chapter 4703. These laws & rules can be accessed at the Board's website {www.arc.ohio.gov}.

6. The **BOARD** will publish the discipline accepted by **RESPONDENT** in the Board Newsletter and will notify *NCARB* of the discipline accepted by **RESPONDENT**.

7. **RESPONDENT** shall obey all federal, state and local laws, and all laws and administrative rules governing the practice of architecture in the state of Ohio and any United States jurisdiction where the **RESPONDENT** may hold a license to practice architecture. If **RESPONDENT** is convicted of any criminal offense or violation of law other than minor misdemeanor traffic offenses within the next two (2) years, he shall report those facts and circumstances in writing to the Board within thirty (30) days from the conviction.

8. Should **RESPONDENT** fail to comply fully with the terms of this agreement, the **BOARD** reserves the right to institute formal legal proceedings for any and all possible violations or breaches, including but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this agreement;

9. If the **BOARD** determines, in or at its discretion, that **RESPONDENT** has violated any terms of this agreement, the Board may impose any penalty provided for in Ohio Revised Code sections 4703.15 (B) and 4703.151 after the **RESPONDENT** has been given written notice and the opportunity to be heard by the Board, with legal counsel, prior to the imposition of any penalty.

10. This agreement constitutes a compromise and settlement of a disputed matter between the parties, which is referenced in the second and third recital paragraphs, and operates as a release of all claims of **RESPONDENT** 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 of this dispute giving rise to the alleged liability of **RESPONDENT** for the alleged violation(s) herein; and

16. This Agreement shall be considered a public record in accordance with O.R.C. 149.43.

17. It is hereby understood that except for paragraph (14) above, which is binding on **RESPONDENT** by his signature alone, this 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 Agreement is rejected by the **BOARD**, this Agreement shall become null and void without any force or effect. The Board's approval shall be designated by a majority vote of the **BOARD** at a Board meeting at which this Agreement is considered.

18. **RESPONDENT** acknowledges that he has read this Settlement Agreement, that he has had an opportunity to discuss it with his attorney(s), that he fully understands this agreement, and that he is voluntarily signing this agreement.

RESPONDENT

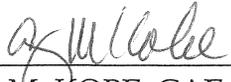
BY:   
John R. Hause, Cert. No. 11670

DATE: 3/23/06

THIS SETTLEMENT AGREEMENT IS APPROVED IN FULL:

DATED THIS 5th DAY OF May, 2006.

STATE OF OHIO  
BOARD OF EXAMINERS OF ARCHITECTS

  
AMY M. KOBE, CAE  
EXECUTIVE DIRECTOR