

## SETTLEMENT AGREEMENT

This agreement is made and entered into by and between the **OHIO STATE BOARD OF EXAMINERS OF ARCHITECTS** (hereinafter "BOARD") and **IVAN K. IVANOV** hereinafter ("IVANOV") on the 14 day of February, 1999.

WHEREAS, a disagreement has arisen between **IVANOV** and the **BOARD** regarding alleged violation(s) by **IVANOV** of R.C. 4703.06 and R.C. 4703.18, arising out of **IVANOV**'s allegedly providing and holding himself out as providing architectural services in Ohio at a time during which he was not licensed to practice architecture by the Board and did not otherwise satisfy the provisions of R.C. 4703.18 (C) and (D), or R.C. 4703.182.

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

WHEREAS, the **BOARD** and **IVANOV** 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 **IVANOV** agree as follows:

1. **IVANOV** 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 of architectural services until such time as he is in compliance with the provisions of R.C. 4703.01 to R.C. 4703.19; and

2. The **BOARD** agrees not to initiate any legal action or proceeding against **IVANOV** pursuant to R.C. 4703.181, R.C. 4703.99, or R.C. 4703.07 as a result of **IVANOV**'s allegedly providing and holding himself out as providing architectural services; and

3. The **BOARD** will publish the agreement entered into by **IVANOV** in the *OHIO ARCHITECT* newsletter.

4. 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 **IVANOV**, the same being expressly denied, but constitutes a compromise and settlement of a disputed matter between the parties; and

5. The **BOARD** and **IVANOV** 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 **IVANOV** 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

6. The **BOARD** and **IVANOV** 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. 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.

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

OHIO STATE BOARD OF EXAMINERS  
OF ARCHITECTS

BY: I. Ivanov  
IVAN K. IVANOV

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

DATE 2/1/99

DATE 2/26/99

RECEIVED