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STATE OF MINNESOTA
BOARD OF ARCHITECTURE, ENGINEERING,
LAND SURVEYING, LANDSCAPE ARCHITECTURE, GEOSCIENCE
AND INTERIOR DESIGN

In the Matter of
William Costello, Unlicensed

SETTLEMENT AGREEMENT
AND
CEASE AND DESIST ORDER

Board File No. 2004-0043

TO: Mr. William Costello
6749 Clearwater Creek Drive
Lino Lakes, MN 55035

The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design ("Board") is authorized pursuant to Minnesota Statutes §§ 214.10 and 326.111 (2002) to review complaints concerning the unauthorized practice of architecture, professional engineering, land surveying, landscape architecture, geoscience and interior design, and to take action pursuant to those statutes whenever appropriate.

The Board received a complaint concerning Mr. William Costello ("Respondent"). The Board's Complaint Committee ("Committee") reviewed the information. The parties have agreed that the matter may now be resolved by this Settlement Agreement and Cease and Desist Order.

SETTLEMENT AGREEMENT

IT IS HEREBY AGREEED by and between Respondent and the Committee as follows:

1. Jurisdiction. Pursuant to Minn. Stat. § 326.111, subd. 3 (2002), the Board

is authorized to issue an order requiring an unlicensed person to cease and desist from holding himself out as an architect and from using or advertising any description tending to convey the impression that the person is an architect in the State of Minnesota. Respondent is subject to the jurisdiction of the Board with respect to the matters referred to in this Settlement Agreement.

2. Facts. This Settlement Agreement is based upon the following facts:

a. Respondent is not currently and never has been licensed by the Board as an architect in the State of Minnesota.

b. Respondent is the owner and President/CEO of Costello Designs, LLC, which is based in Lino Lakes, Minnesota.

c. Respondent does not employ an architect licensed in the State of Minnesota.

d. Respondent distributed or caused to be distributed a business card portraying and identifying Costello Designs as able to perform architecture. A true and correct copy of Respondent's business card is attached as Exhibit A.

e. Respondent distributed or caused to be distributed an advertisement portraying and identifying Costello Designs, LLC as able to perform "full architectural services" online at <http://www.costellodesigns.com>. A true and correct copy of the advertisement is attached as Exhibit B.

3. Violations. Respondent admits that the facts specified above constitute violations of Minnesota Statutes § 326.02 subd. 1 (2002) and are sufficient grounds for the action specified below.

4. Enforcement Action. Respondent and the Committee agree that the Board

may issue an order in accordance with the following terms:

a. Cease and Desist Order. Respondent shall cease and desist from holding himself out as an architect or using or advertising any description tending to convey the impression that Respondent is an architect in the State of Minnesota, and from further violations of Minnesota Statutes §§ 326.02 to 326.15 (2002) until such time as he becomes licensed as an architect in the State of Minnesota.

b. Corrective Action. Respondent shall take and maintain the following corrective actions:

i) Respondent shall remove the term "architecture" or any variation thereof from his business cards, stationery, contracts, signs, marketing materials, website, and advertisements used in association with his Minnesota business activities or solicitation of Minnesota clients. Respondent shall provide documentation to the Board verifying that corrective action has been completed within sixty (60) days of the date of the Board Order approving this settlement.

c. Civil Penalty. Respondent shall pay a civil penalty of five hundred dollars ($500.00) to the Board. Respondent shall submit a cashier's check or money order for five hundred dollars ($500.00) to the Board by cashier's check or money order within sixty (60) days of the date of the Board Order approving this settlement.

5. Judicial Relief. If the Respondent violates paragraph 4 above, a district court of this state may, upon application of the Committee, enter an order enjoining Respondent from such unauthorized practices, ordering Respondent to show cause why the required civil penalty has not been paid, and granting the Board its costs, reasonable attorney fees, and other appropriate relief.

6. Waiver of Respondent's Rights. For the purpose of this Settlement Agreement, Respondent waives all procedures and proceedings before the Board to which Respondent may be entitled under the Minnesota and United States constitutions, statutes, or the rules of the Board, including the right to dispute the allegations against Respondent and to dispute the appropriateness of discipline in a contested case proceeding pursuant to Minn. Stat. ch 14. Respondent agrees that upon the application of the Committee without notice to or an appearance by Respondent, the Board may issue an Order requiring the action specified in paragraph 4 herein. Respondent waives the right to any judicial review of this Settlement Agreement or the attached Board Order by appeal, writ or certiorari, or otherwise.

7. Collection. In accordance with Minn. Stat. § 16D, subd. 2 (2002), in the event this order becomes final and Respondent does not comply with the condition in paragraph 4(c) above, Respondent agrees that the Board may file and enforce the unpaid portion of the civil penalty as a judgment without further notice or additional proceedings.

8. Board Rejection of Settlement Agreement and Cease and Desist Order. In the event the Board in its discretion does not approve this Settlement Agreement, this Settlement Agreement shall be null and void and shall not be used for any purpose by either party hereto. If this Settlement Agreement is not approved and a contested case proceeding is initiated pursuant to Minn. Stat. ch. 14, Respondent agrees not to object to the Board's initiation of the proceeding and hearing the case on the basis that the Board has become disqualified due to its review and consideration of this Settlement Agreement and the record.

9. Record. The Settlement Agreement, related investigative reports and other documents shall constitute the entire record of the proceedings herein upon which the Order is based. The investigative reports, other documents, or summaries thereof may filed with the Board with this Settlement Agreement.

10. Data Classification. Under the Minnesota Data Practices Act, this Settlement Agreement is classified as public data upon its issuance by the Board. Minn. Stat. § 13.41, subd. 5 (2002). All documents in the record shall maintain the data classification to which they are entitled under the Minnesota Data Practices Act, Minn. Stat. ch. 13. They shall not, to the extent they are not already public documents, become public merely because they are referenced herein.

11. Unrelated Violations. This settlement shall not in any way or manner limit or affect the authority of the Board to proceed against Respondent by initiating a contested case hearing or by other appropriate means on the basis of any act, conduct, or admission of Respondent justifying disciplinary action which occurred before or after the date of this Settlement Agreement and which is not directly related to the specific facts and circumstances set forth herein.

12. Entire Agreement. Respondent has read, understood, and agreed to this Settlement Agreement and is freely and voluntarily signing it. The Settlement Agreement contains the entire agreement between the parties. Respondent is not relying on any other agreement or representations of any kind, verbal or otherwise.

13. Counsel. Respondent is aware that he may choose to be represented by legal counsel in this matter. Respondent knowingly waived legal representation.

14. Service. If approved by the Board, a copy of this Settlement Agreement

shall be served personally or by first class mail on Respondent. The Settlement Agreement shall be effective and deemed issued when it is signed by the Chair of the Board.

RESPONDENT

William Costello

Dated: July 09, 2004

COMPLAINT COMMITTEE

By: Doris Preisendorf Sullivan, LA, FASLA
Complaint Committee Chair

Dated: Sept 10, 2004

ORDER

Upon consideration of the foregoing Settlement Agreement and based upon all the files, records and proceedings herein, all terms of the Settlement Agreement are approved and hereby issued as an Order of this Board on this the 10 day of Sept, 2004.

MINNESOTA BOARD OF ARCHITECTURE, ENGFINEERING, LAND SURVEYING, LANDSCAPE ARCHITECTURE, GEOSCIENCE AND INTERIOR DESIGN

By: James O'Brien, Architect, FAIA
Chair

COSTELLO
designs

architecture
furniture
building transformation

File No. 2004-0043

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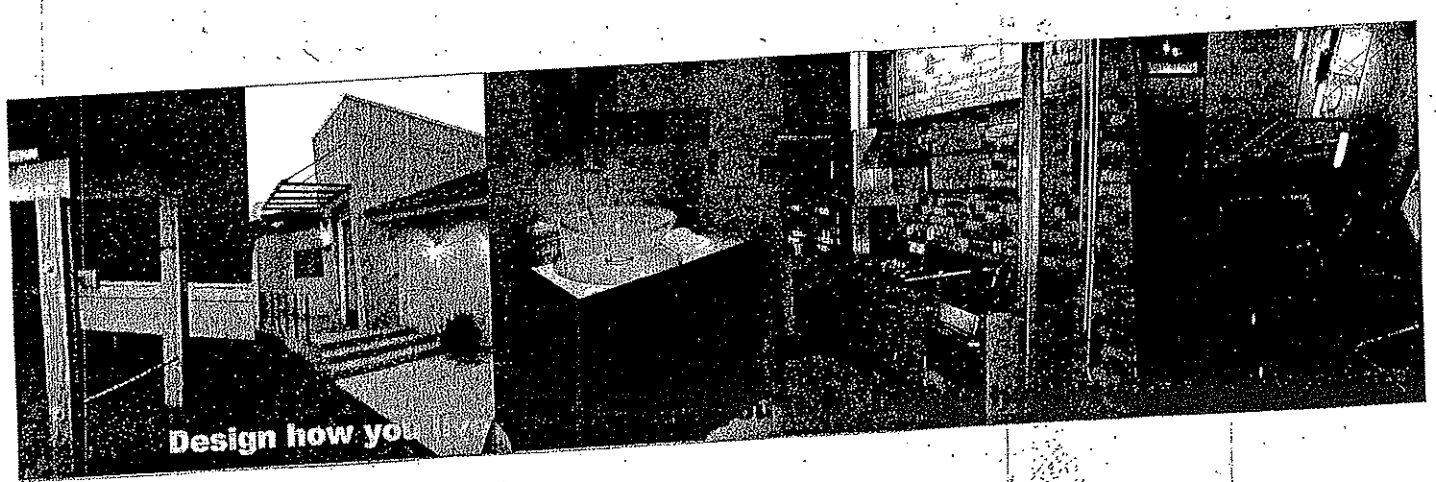

EXHIBIT A

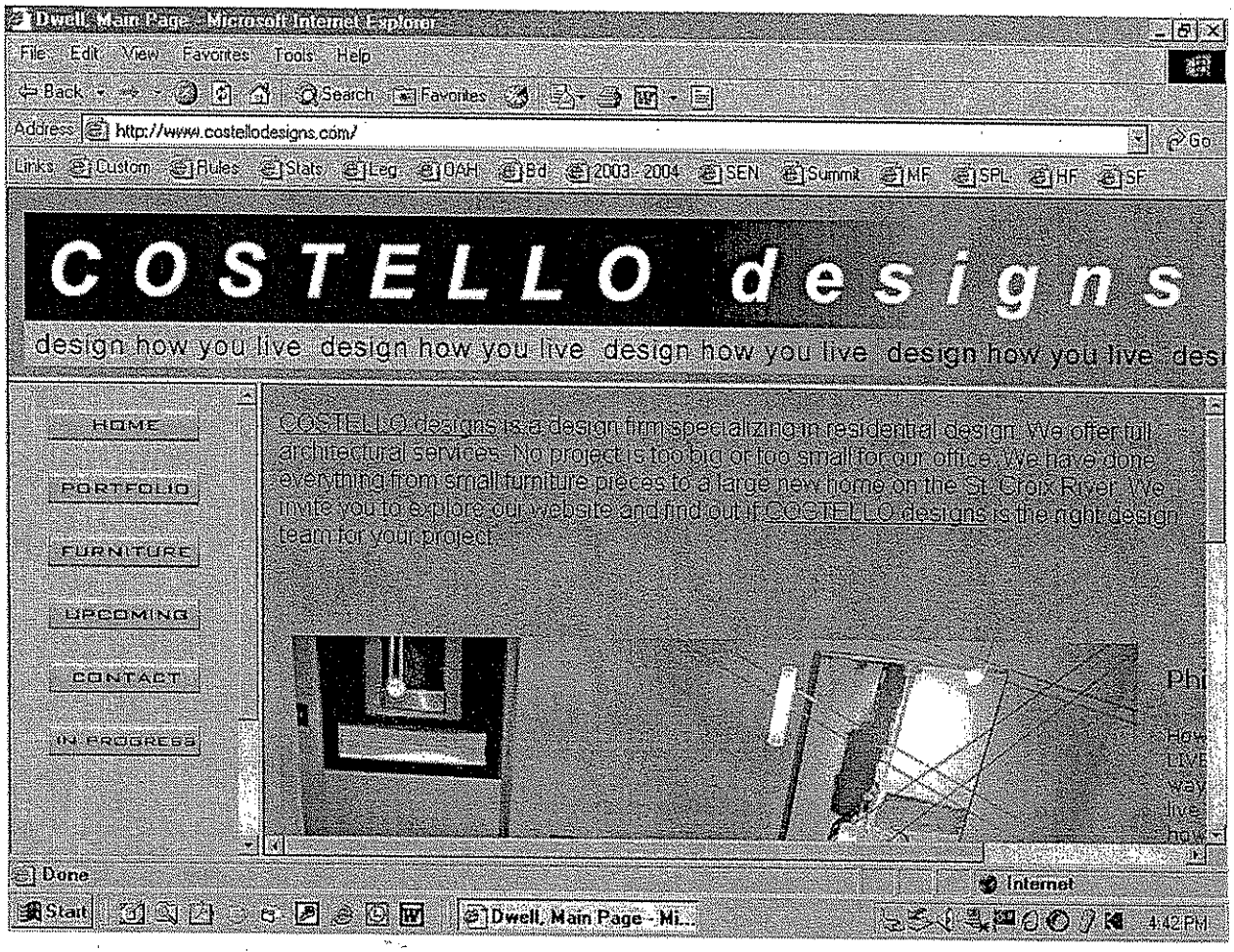
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EXHIBIT B