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

**In the Matter of**
**Gregory Carlson, Unlicensed**
d/b/a Carlson Architectural Design

**SETTLEMENT AGREEMENT**
**AND**
**Cease and Desist Order**

**Board File No. 2006-0026**

TO: Gregory Carlson
d/b/a Carlson Architectural Design
13753 Forest Blvd
Hugo, MN 55038

The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design ("Board") is authorized pursuant to Minnesota Statutes section 214.10 (2006) and Minnesota Statutes section 326.111 (2006) 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 Gregory Carlson, d/b/a Carlson Architectural Design ("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 AGREED by and between Respondent and the Committee as

follows:

1. Jurisdiction. Pursuant to Minnesota Statutes section 326.111, subdivision 3 (2006), the Board is authorized to issue an order requiring an unlicensed person to cease and desist from holding out as 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 and Cease and Desist Order.

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 of Carlson Architectural Design located at 13753 Forest Boulevard, Hugo, Minnesota.

c. Respondent does not contract with a licensed Minnesota architect to perform work for Respondent's business.

d. Respondent does not employ a licensed Minnesota architect on staff.

e. Respondent prepared a drawing on October 14, 2005 for EZ Building and Remodeling of Cottage Grove, Minnesota, using the business name of 'Carlson Architectural Design'. A true and correct copy of the drawing prepared on October 14, 2005 for EZ Building and Remodeling of Cottage Grove, Minnesota is attached as Exhibit A.

3. Violations. Respondent admits that the facts specified above constitute a violation of Minnesota Statutes section 326.02, subdivision 1 (2006) 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 or his business out as an architect in the State of Minnesota, and from further violations of Minnesota Statutes sections 326.02 through 326.15 (2006) until such time as he becomes licensed as an architect in the State of Minnesota. Respondent shall cease and desist from using any business name tending to convey the impression that the Respondent is licensed as an architect by the State of Minnesota and shall cease and desist from using a business name tending to convey the impression that Respondent's business offers architectural services.

b. Corrective Action. Respondent shall take corrective action to remove the word "Architectural" from the business name Carlson Architectural Design. Respondent shall not use protected terms such as "Architect", "Architecture," or derivatives thereof such as "Architectural," in his business name. Respondent shall provide documentation to the Board verifying that this corrective action has been completed within ninety (90) days of the date of the Board's approval of this Settlement Agreement and Cease and Desist Order.

5. Judicial Relief. If the Respondent violates paragraph 4 above, the Board or Committee may commence legal action in Ramsey County District Court to enforce the terms of this Settlement Agreement and Cease and Desist Order pursuant to Minnesota Statutes section 326.111, Subdivision 2 (2006). If so ordered by the district court, the

prevailing party in such a legal action shall be paid its reasonable attorney fees, costs, and disbursements by the non-prevailing party.

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 Minnesota Statutes Chapter 14 (2006). 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 and Cease and Desist Order or the attached Board Order by appeal, writ or certiorari, or otherwise.

7. Board Rejection of Settlement Agreement and Cease and Desist Order. In the event the Board in its discretion does not approve this Settlement Agreement and Cease and Desist Order, 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 Minnesota Statutes Chapter 14 (2006), 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.

8. 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 be filed with the Board with this Settlement Agreement.

9. Data Classification. Under the Minnesota Government Data Practices Act, this Settlement Agreement and Cease and Desist Order is classified as public data upon its issuance by the Board, Minnesota Statutes section 13.41, subdivision 5 (2006). All documents in the record shall maintain the data classification to which they are entitled under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (2006). They shall not, to the extent they are not already public documents, become public merely because they are referenced herein. A summary of this Settlement Agreement and Cease and Desist Order will appear in the Board's newsletter. A summary will also be sent to the national discipline data bank pertaining to the practice of architecture.

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 agrees to this Settlement Agreement and Cease and Desist Order and is freely and voluntarily signing it. The Settlement Agreement and Cease and Desist Order 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 and Cease and Desist Order 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

Gregory Carlson

Dated: 8-19, 2007

COMPLAINT COMMITTEE

BY: Billie Lawton

Billie Lawton, Public Member
Complaint Committee Chair

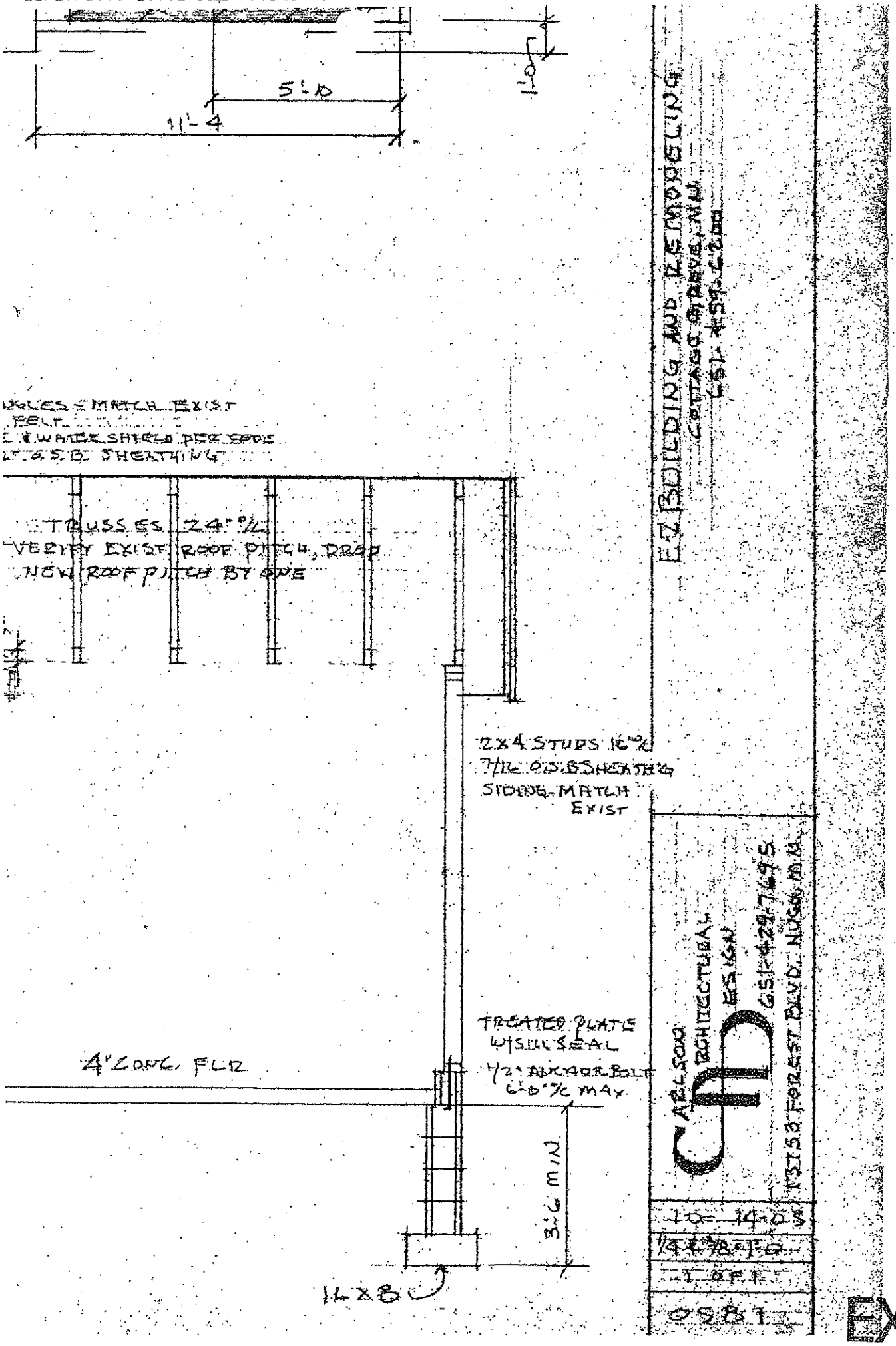
Dated: 9-13, 2007

## 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 14th day of SEPT, 2007.

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

By: _____
Jerome Allen Ritter, Architect, CID
Board Chair


5'-0
11'-4
1'-0
MATCH EXIST
FELT
WATER SHIELD PER CODE
O.S.B. SHEATHING
TRUSSES 24" O/C
VERIFY EXIST ROOF PITCH, DROP
NEW ROOF PITCH BY ONE
2x4 STUDS 16" O/C
7/16 O.S.B SHEATHING
SIDING MATCH
EXIST
TREATED PLATE
W/SILL SEAL
1/2" ANCHOR BOLT
6'-0" O/C MAX
4" CONC. FLR
3'-6 MIN
16x8
E2 BUILDING AND REMODELING
COTTAGE GROVE, MN
651-459-6200
ARLSON
ARCHITECTURAL
DESIGN
651-429-7695
13753 FOREST BLVD. HUGO, MN
1-0-14-0 S
1/4 & 3/8 = 1'-0
1 OF 1
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EXHIBIT