

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

**In the Matter of  
Susan Nackers Ludwig, Unlicensed**

**SETTLEMENT AGREEMENT  
AND  
CEASE AND DESIST ORDER**

**Board File No. 2013-0096**

TO: Susan Nackers Ludwig  
2246 Stinson Parkway  
Minneapolis, Minnesota 55418

The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design ("Board") is authorized pursuant to Minnesota Statutes section 214.10 (2012) and Minnesota Statutes section 326.111 (2012) 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 Susan Nackers Ludwig ("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 (2012), the Board is authorized to issue an order requiring an unlicensed person to cease and desist from practicing architecture 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. With her letter dated July 16, 2013 to the Board, Respondent provided plans for a project located in Bloomington, Minnesota.

c. On the set of plans for the project located in Bloomington, Minnesota, sheets identified as T1.0, AB1.0, A1.0, A3.0, A3.1, and A3.2, stated: "Susan Nackers Ludwig" The date on the plans is "Revision #1 July 12, 2011."

d. In a letter dated August 8, 2013 to the Board, Respondent admitted that she prepared the drawings for the project located in Bloomington, Minnesota.

e. In this same letter dated August 8, 2013 to the Board, Respondent stated she believed the classification code to be 'M' (Mercantile). Respondent stated that the overall gross square footage of the building was approximately 6,900 square feet. There is no exemption in Minnesota Rules 1800.5900 (2011) due to the gross square footage (GSF) for this building.

f. In her letter dated July 16, 2013 to the Board, Respondent confirmed that a licensed Architect did not work on this Bloomington, Minnesota project.

g. Respondent practiced as an Architect by preparing the plans for the above-referenced project located in Bloomington, Minnesota.

h. In the letter dated July 16, 2013, Respondent stated the following corrective action had been taken:

h.1 Changed the name in all documentation from "LNA Architecture & Design" to "LNA Design".

h.2 Changed the name to "LNA Design" in all social media locations, including Facebook, Twitter and LinkedIn.

h.3 Begun the process of changing the internet domain name from 'www.lnaarch.com' to 'www.lnadesign.com'.

3. Violations. Respondent admits that the facts specified above constitute violations of Minnesota Statutes section 326.02, subdivisions 1 and 2 (2012), Minnesota Statutes sections 326.03, subdivision 1 (2012) and are sufficient grounds for the action specified below. Specifically, it is alleged that the Respondent engaged in the unlicensed practice of architecture by preparing the plans for a nonexempt project located in Bloomington, Minnesota, without the direct supervision of a licensed Architect.

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 practicing architecture in Minnesota until such time as she becomes licensed as an Architect in the State of Minnesota.

b. Civil Penalty. Respondent shall pay a civil penalty of One Thousand

Dollars (\$1,000.00) to the Board. Respondent shall submit a check or money order for One Thousand Dollars (\$1,000.00) to the Board within sixty (60) days of the date of the Board Order approving this Settlement Agreement and Cease and Desist Order.

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 Minnesota Statutes Chapter 14 (2012). 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. Collection. In accordance with Minnesota Statutes section 16D.17 (2012), in the event this order becomes final and Respondent does not comply with the condition in paragraph 4(b) 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 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 (2012), 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 be filed with the Board with this Settlement Agreement.

10. 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 (2012). 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 (2012). 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 she may choose to be represented by legal counsel in this matter. Respondent knowingly waived legal representation.

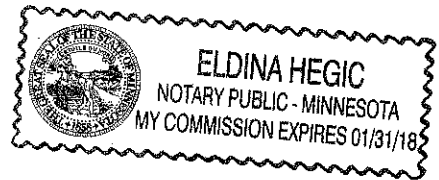
14. Service. If approved by the Board, a copy of this Settlement Agreement and Cease and Desist Order shall be served personally or by first class mail on Respondent. The Settlement Agreement shall be effective and deemed issued when it is signed by the Chair of the Board.

RESPONDENT

[Signature]  
Susan Nackers Ludwig

Dated: Dec 20, 20 13

SUBSCRIBED and sworn to before me on  
this the 20 day of Dec, 2013.



[Signature]  
(Notary Public)

My Commission Expires:  
1/31/18

COMPLAINT COMMITTEE

[Signature]  
Bruce Johnson, PG  
Committee Chair

DATED: 1/14/14<sup>RSW</sup>, 20 14

**ORDER**

Upon consideration of the foregoing Settlement Agreement and Cease and Desist Order and based upon all the files, records, and proceedings herein, all terms of the Settlement Agreement and Cease and Desist Order are approved and adopted and hereby issued as an Order of this Board this the 14 day of FEBRUARY, 2014.

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

By: \_\_\_\_\_

*Douglas C. Cooley*  
Douglas C. Cooley, PE  
Board Chair



