

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

OCT 10 2007
RECEIVED
OCT 10 2007

In the Matter of
Daniel J. Anderson, Unlicensed
d/b/a D. James Architectural Design, and
d/b/a D. James Architectural Design LLC,
and d/b/a D. James Architectural Planning,
LLC.

SETTLEMENT AGREEMENT
AND
Cease and Desist Order

Board File No. 2007-0060

TO: Daniel J. Anderson
d/b/a D. James Architectural Design, and
d/b/a D. James Architectural Design, LLC, and
d/b/a D. James Architectural Planning, LLC.
3540 Montgomerie Ave
Deephaven, MN 55391

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 Daniel J. Anderson, d/b/a D. James Architectural Design; d/b/a D. James Architectural Design LLC; and d/b/a D. James Architectural Planning LLC ("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 business(es) which have been identified as D. James Architectural Design; D. James Architectural Design LLC; and D. James Architectural Planning, LLC., located at 3540 Montgomerie Avenue, Deephaven, Minnesota, 55391.
 - c. In a letter dated May 17, 2007, Respondent admits that he prepared the plans for the project located at 3818 Upton Avenue South, Minneapolis, Minnesota. A true and correct copy of Respondent's May 17, 2007 letter is attached hereto as Exhibit A.
 - d. Respondent submitted a copy of the signed agreement between him and the owners of the project, Erik and Anne (a.k.a. Ann) Knuth, located at 3818 Upton Avenue South, Minneapolis, Minnesota, dated February 25, 2006, with his

response letter dated May 17, 2007. (See Exhibit A.) Respondent held himself out as an architect by using the business name "D. James Architectural Design LLC", 3540 Montgomerie Avenue, Deephaven, Minnesota, 55391 on the agreement. A true and correct copy, of Respondent's agreement with the owners, Erik and Anne (a.k.a. Ann) Knuth, of 3818 Upton Avenue South, Minneapolis, Minnesota, with Respondent's fees redacted, is attached hereto as Exhibit B.

e. Respondent prepared several plans dated in August 2006 for Erik and Anne (a.k.a. Ann) Knuth project, located at 3818 Upton Avenue South, Minneapolis, Minnesota, using the business name of 'D. James Architectural Design' in the title block. Respondent held himself out as an architect by using the business name "D. James Architectural Design", 3540 Montgomerie Avenue, Deephaven, Minnesota, 55391 on the plans. A true and correct copy of the plans prepared in August 2006 for Erik and Anne (a.k.a. Ann) Knuth, located at 3818 Upton Avenue South, Minneapolis, Minnesota is attached as Exhibit C.

f. Respondent has also operated a business known as D. James Architectural Planning, LLC. This business name is identified in a July 10, 2006 Consent Cease and Desist Order issued by the Minnesota Commissioner of Labor and Industry, and signed by Respondent, a true and correct copy of which is attached as Exhibit D.

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 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 names D. James Architectural Design, D. James Architectural Design LLC, and D. James Architectural Planning LLC. Respondent shall not use protected terms such as "Architect", "Architecture," or derivatives thereof such as "Architectural," in his business names. 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.

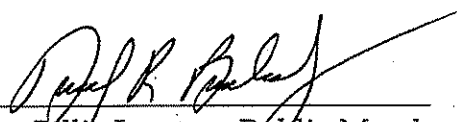
RESPONDENT



Daniel J. Anderson

Dated: Oct 9, 2007

COMPLAINT COMMITTEE

BY: 

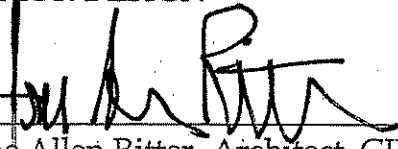
Acting Billie Lawton, Public Member
Complaint Committee Chair

Dated: 10/18, 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 19th day of OCTOBER 2007.

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

By: 

Jerome Allen Ritter, Architect, CID
Board Chair

RECEIVED
MAY 18 2007

MAY 18 2007

May 17, 2007

Lynette DuFresne

**THE MINNESOTA BOARD OF ARCHITECTURE,
ENGINEERING, LAND SURVEYING,
LANDSCAPE ARCHITECTURE,
GEOSCIENCE & INTERIOR DESIGN.**

85 East 7th Place, suite 160
St. Paul, MN 55101

RE: File no. 2007-0060

Dear Ms DuFresne:

This letter is the requested response to allegations referenced by your letter of March 16, 2007. I understand the allegations are from a letter by Miller Dunwiddie Architecture, dated March 12, 2007. That letter references two advertisements from Edina Realty for a residence at 3818 Upton Avenue South, Minneapolis and an enforcement action dated July 2006. That letter formed the basis of a complaint to the board and initiated an investigation by it for the project at 3818 Upton Avenue South. Your letter requests a response to these allegations, with specific items included.

I prepared plans for the project at 3818 Upton Avenue South. It is a single family residence, classified R-3 which places it in the Exempt class of structures. The Exempt classification removes the requirement for plans and specifications to be prepared and certified by an Architect or Engineer. Accordingly it allowed me to me to prepare plans for the house. The plans were prepared for review by the owner for appearance and layout, for review by the lumberyard and truss manufacturer for structural design, for review by the building official, and use by the contractor for construction. At no time did I represent myself to any of these parties as an architect.

Regarding the specific allegations of the complaint, the two advertisements were made by Edina Realty to sell the 3818 Upton house on behalf of its owner. I had no involvement in their content and was unaware of them until I received your letter. I have subsequently asked Edina Realty to remove any reference to "architect." The enforcement action referenced in the complaint is regarding the licensing of building contractors. It is resolved, and is unrelated in any way to the preparation of plans, specifications or any other aspect of the practice of architecture.

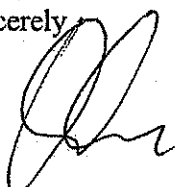
EXHIBIT A

Your letter asks that I specifically address these items:

1. *Copies of certified plans and any correspondence or invoice materials issued under your signature related to the 3818 Upton Avenue South, Minneapolis, Minnesota project identified in the complaint.*
 1. Plans for the project are attached, they are not certified.
 2. The only correspondence related to the project is the agreement with the owner, attached.
2. *Copies of any letterhead, advertisements, and solicitation materials used by you between Fall 2006 and today.*
 1. There are none.
3. *Copies of any business card on which your name appears from Fall 2006 and today; and*
 1. A copy of my business card from my employer is attached. There are no others.
4. *Copies of any professional articles that you may have authored which may have been published between Fall 2006 and today along with the name of the journal, magazine, newsletter, or newspaper and dates of publication.*
 1. There are none.
5. *Copies of any other project(s) you may have worked on since Fall of 2006 and today.*
 1. There are none prepared by me as D. James Designs. Since the Fall of 2006 I have been and am currently employed by Cluts O'Brien Strother Architects Inc. as marketing director. All plans and specifications at the firm are prepared by firm staff under the direct supervision of an architect.

Thank you for the opportunity to clarify these matters. If any additional information is required, please contact me at (612) 812-3324 or by mail at the address below.

Sincerely,



Daniel J. Anderson

3540 Montgomerie Avenue
Deephaven, MN 55391

A g r e e m e n t

**D.JAMES ARCHITECTURAL DESIGN LLC
3540 MONTGOMERIE AVE
DEEPHAVEN MN 55391**

The following is an agreement between Mr. and Mrs. Erik and Anne Knuth of 3825 Sheridan Ave South, In the County of Hennepin , in the city of Minneapolis , State of Minnesota and D.James Architectural Design LLC / Daniel James Andersen, 3540 Montgomerie Ave., Deephaven, Minnesota 55391. To provide:

Full set of working plans that are permit ready.

All plans will commence on a ¼ scale sketch process until a reasonable amount of concept work has been completed, at the time concept work and been broken apart into all components involved, we then will begin straight line CAD drawings.

D .James Design LLC will provide engineering on all plans for structural purposes.

Exterior and details as per sketch

The detail at this point will begin with an Old English Tudor period of design and work from that to the final detail and concept.

This project is for the owners to occupy. At the same time we agree that the project is more of an investment project. The design will consist of finishes and layout suited more for the selling of the project. This will impact the design only in the type of finishes that are specified in the project. The overall goal is to have high end delivery with a lower budget for actual assembly.

Electrical Plans will have all floors specified for all wall outlets, fixtures lighting as well as exterior. All electrical will be based on a design build process by the chosen subcontractors. Notes and plans specified by D.James Architectural Design LLC.

Plumbing Plans will have all floors specified for all bath and typical locations as well as exterior. All areas or other will be based on a design build process by the chosen subcontractor. Notes and plans specified by D.James Architectural Design LLC.

EXHIBIT B

HVAC Plans will have all floors specified for Heating, cooling zoning and. All HVAC will be based on a design build process by the chosen subcontractor. Notes and plans specified by D.James Architectural Design LLC.

(The ultimate goal is to work along side all mechanical and fire protection contractors to allow them to take ownership in the project, as well as obtain the overall best provided budget and guarantee)

Room finish schedule Each room will have a room finish schedule and call out the different finishes, this will be done on the plan and or be on a separate specification document. This will include items like wall covering, light fixtures, hardware, millwork etc.

Exterior Lighting

All lighting will be specified on the exterior. The interior will have its own lay out with many options that may or may not be implemented, there will be an organized option page for the subcontractors to keep the project under control.

Elevations of all sides, as well as interior space as needed

All exterior design will be detailed for structural and be confirmed with the current structural engineer for the approval process and ultimately there stamp, along side the engineering that D.James Design LLC provides

All elevation will be noted and specified for rough and finish materials.

Provide cross sections as needed on all interior/ exterior.

Finish selection phase Provided in this agreement will be time set apart for architectural finishes interior and exterior as a base. This process will begin at commencement of the agreement to insure a timely process of information to planning stage.

Scope of work : Tudor

My intent is to Work with the existing needs of the family to create a space that meets all the personal, Family, recreation and work needs. At the end of the project, have a project that fits the day to day pleasures and needs of any buyer with great over all different options.

Fee arrangement

Total over all fee

[REDACTED] at signing of the agreement

[REDACTED] at the time we go to straight line AutoCAD plans

Balance at completion.

No add on cost to the stated budget, as long as we keep changes to less then 40% of the original design

Budget includes

Sketch up and concept

HVAC engineering

Electrical Lay out

Plumbing layouts as needed

Straight line drawings

Finish schedule exterior

Finish schedule interior

Copies

All plans will have specifications on the pages required.

Final finishes will be provided in spec sheet form.

Complete City approvals to permit stage

Rights to reproduce plans

At least one site visit per week by Dan Anderson to check on project construction through completion

Total budget

The time frame for this process will be approximately 3 months for total completion, the foundation can commence as soon as we get a permit based on something less then the final plans. In short we will turn in the typical lay out for permit and the detail will come as we need.

Daniel James Andersen

Principal of D.James Design LLC.

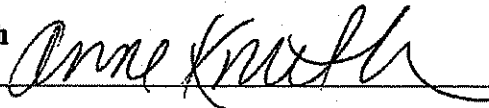
Daniel J. Andersen



date

2-25-06

Erik and Anne Knuth



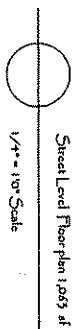
date

Owners notes: *(Please add)*

D James Architectural Design
2540 Montmore Ave
Deaptown, VA 22539
Phone: 617-512-5524 Fax: 952-476-2496

NAME
Dan
CARTER
DATE
Aug 4, 2006
SCALE
20000
Owner
BRIAN





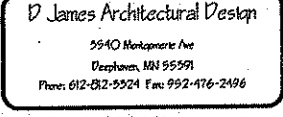
Date	08/22/06
Time	1200
Date	Aug 25, 2006
Time	1200
Date	Aug 26, 2006
Time	1200

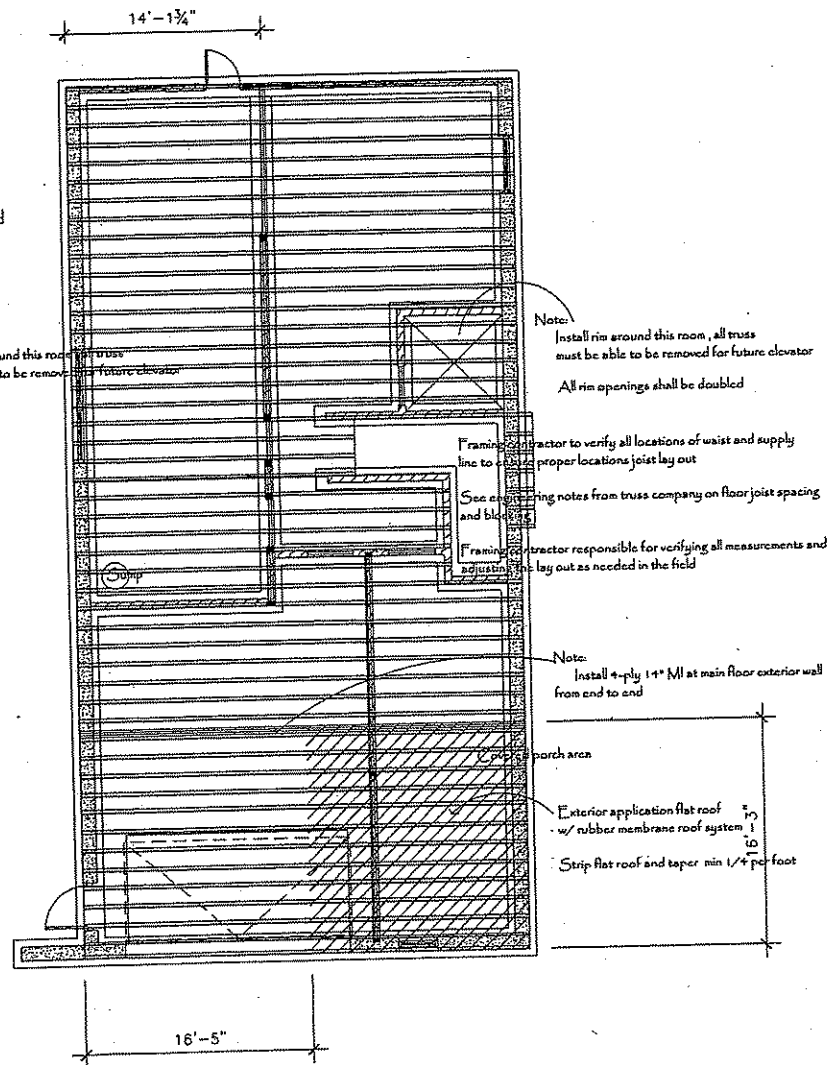
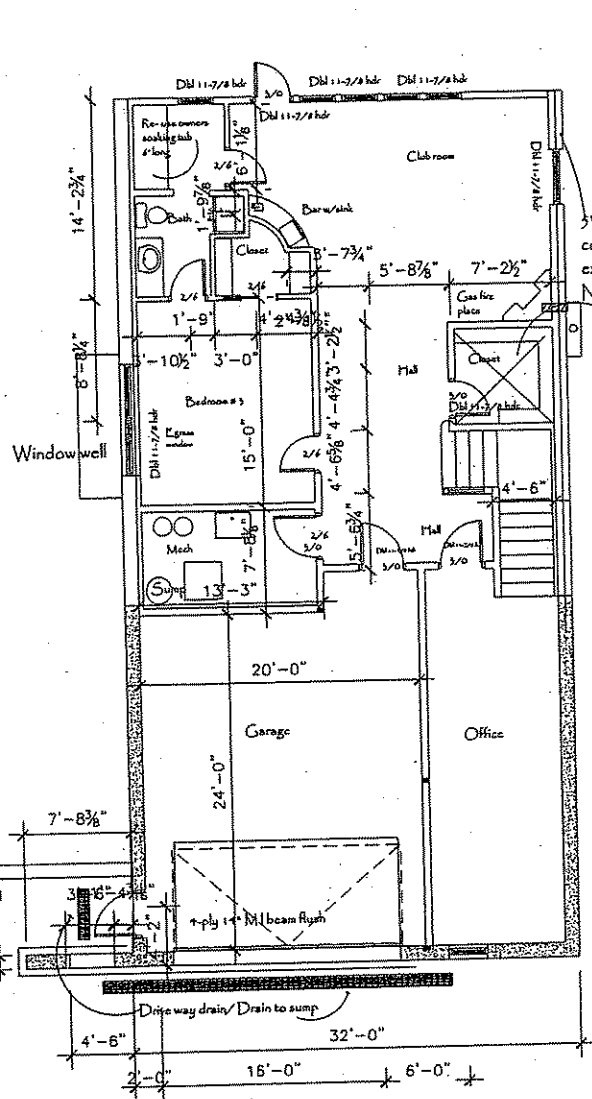
BRIEF TITLE

PROPERTY NO. **Knuth Res**

ADDRESS **3818 Upton ave South**

D James Architectural Design
3540 Montpelier Ave
Deerfield, NH 05591
Phone: 612-882-5524 Fax: 952-476-2496





D James Architectural Design

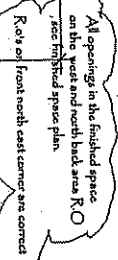
5540 Midway Ave
Deshmores, MN 55591
Phone: 612-892-2924 Fax: 612-416-2466

Knuth Res

3818 Upton Ave South Mpls

DESIGN
DJA
CHECKED
DATE
AUG 2006
DRAWN
DATE

A2 SHEETS



D James Architectural Design
5540 Monticore Ave
Deephaven, MN 55591
Phone: 612-612-5524 Fax: 952-476-2496

Upton Ave south
Street level is 856

Sidewalk

Lower level is at 853

948 s.f wall space
153 s.f window space

North Elevation

1/4" = 1'0" Scale

shaker town
smooth shakes
2x8 Hardy plank w/drip cap
Brick

Back/West Elevation

1/4" = 1'0" Scale

Owner to provide fence
at wall location
Wall construction by owner
Alley in back is at 846

D James Architectural Design

2540 Maryland Ave

Deephaven, MN 55559

Phone: 612-821-9924 Fax: 952-416-2466

PROJECT NAME

Knuth Res

PROJECT

Upton Ave South

SHEET TITLE

DESIGN

DATE

Aug 31st 2006

SCALE

1/4" = 1'0"

OWNER

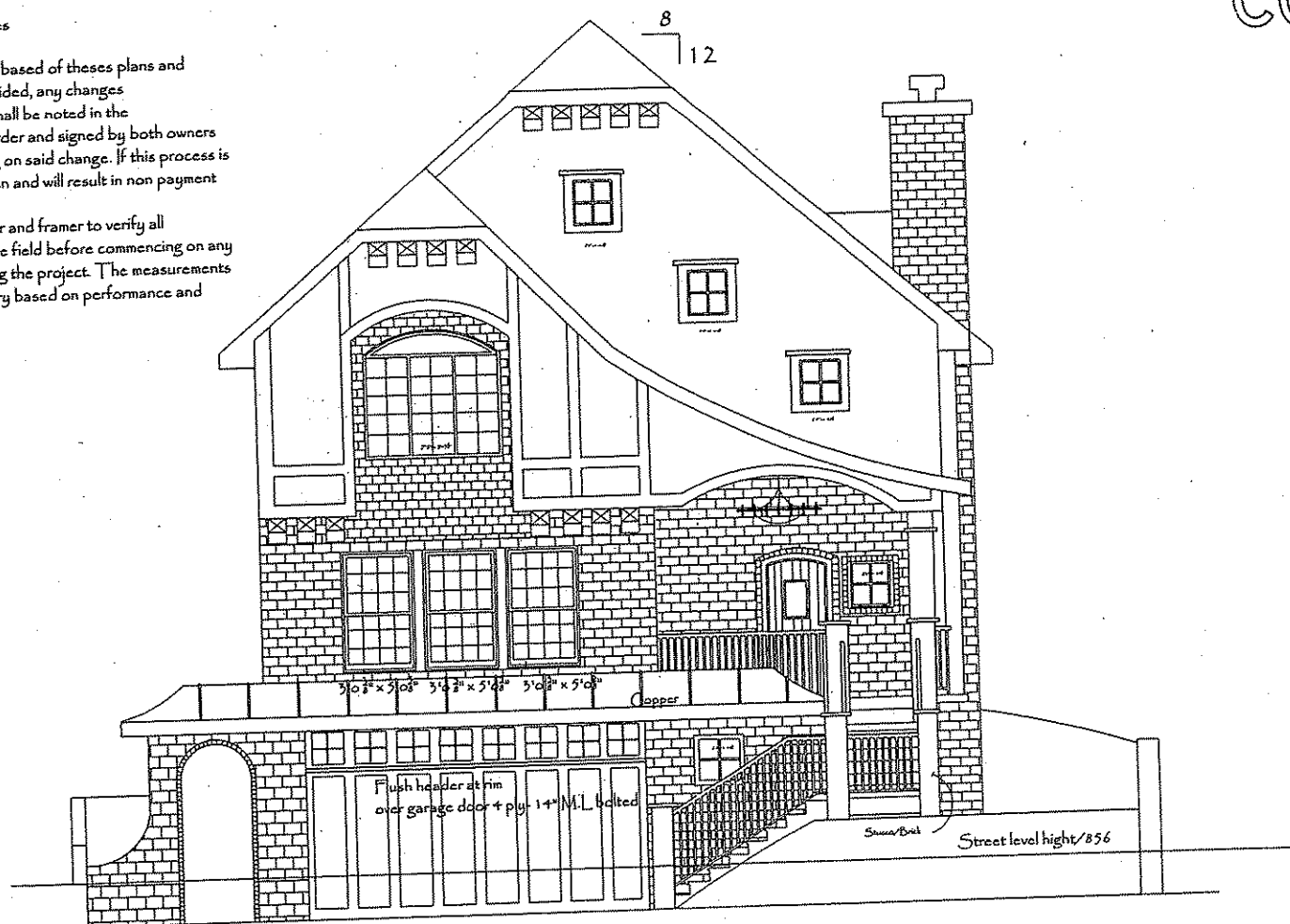
NOTES

44 SHEETS

Construction Notes

Any and all work is based on these plans and shall remain as provided, any changes and or deviations shall be noted in the form of a change order and signed by both owners before commencing on said change. If this process is not followed this can and will result in non payment

General contractor and framer to verify all measurements in the field before commencing on any part of constructing the project. The measurements and lay out may vary based on performance and ability.



Mr. and Mrs. Erik and Ann Knuth
3818 Upton Ave Minneapolis MN
55110

EXHIBIT C

COPY

D James Architectural Design

5510 Mendota Ave

Oronoco, MN 55951

Phone: 612-82-9924 Fax: 612-416-2496

PROJECT NAME
Knuth Res

ADDRESS
3818 Upton Ave South

PROJECT

DATE

DRAWN

DATE

BY

DATE

BY

DATE

BY

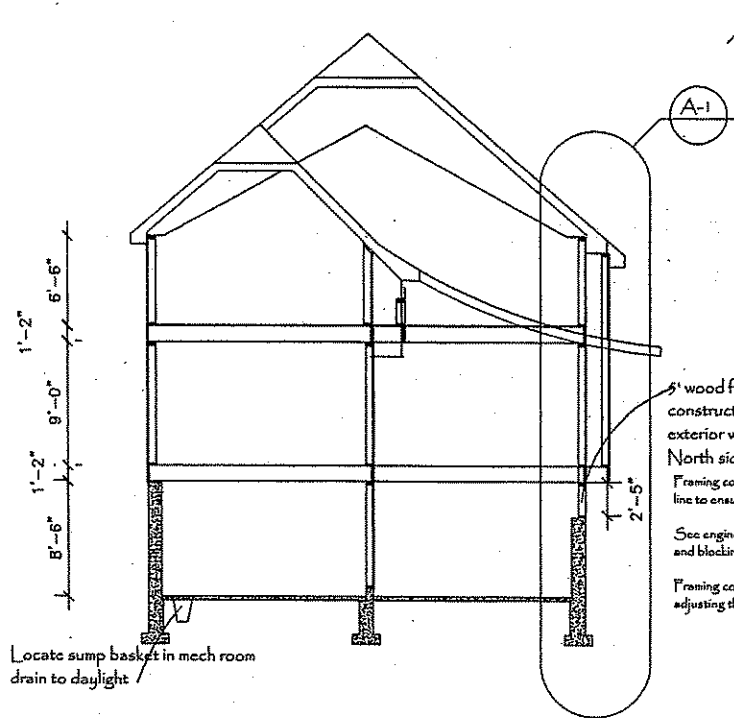
DATE

BY

DATE

BY

DATE

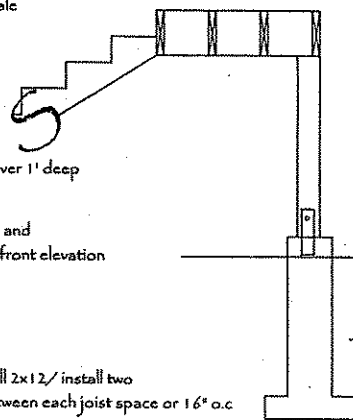


Front Elevation Structural

1/4" = 1'0" Scale

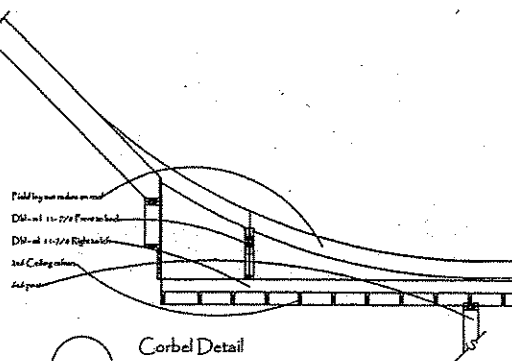
No Riser over 7" / No tread over 1' deep
 4-2x12 Stringers for steps
 6x6 treated post under Steps and landing / provide screening on front elevation
 42" x 12" flared frost footing
 All decking to be trex

Install rim at house exterior wall 2x12 / install two lag bolts with washers, two between each joist space or 16" o.c.



Front stair framing

No Scale



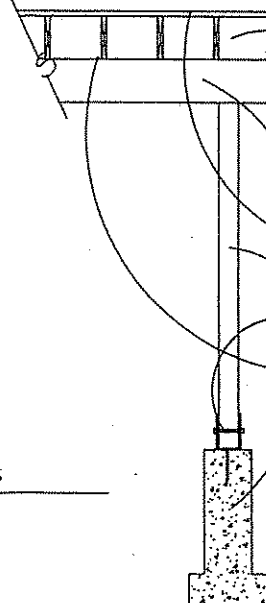
Corbel Detail

No - Scale

5' wood framed construct on exterior wall North side
 Framing contractor to verify all locations of waist and supply line to ensure proper locations joist lay out

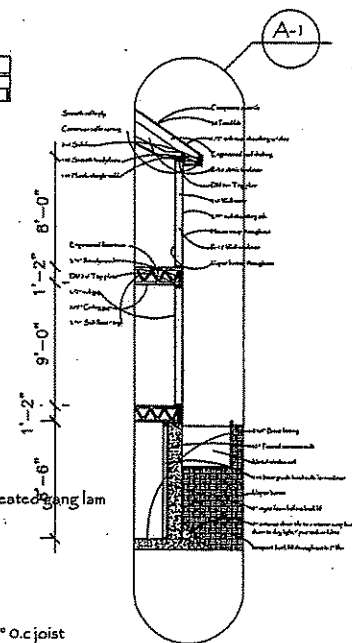
See engineering notes from truss company on floor joist spacing and blocking

Framing contractor responsible for verifying all measurements and adjusting the lay out as needed in the field



Deck footing and Structural

No Scale



D James Architectural Design

3540 Markham Ave
 Appleton, WI 54911
 Phone: 920-822-5924 Fax: 920-476-2496

Knuth Res

IMPLS

DATE: 08/04/2008
 TIME: 10:00 AM
 SCALE: 1/4" = 1'0"
 JOB NO: 080808
 DRAWN: JMD

OF 10 SHEETS

BC2602786/CMW

**STATE OF MINNESOTA
COMMISSIONER OF LABOR AND INDUSTRY**

In the Matter of Daniel J. Andersen, Individually and
Doing Business as D. James Architectural Design, LLC,
Also Known as D. James Architectural Planning, LLC

**CONSENT CEASE AND
DESIST ORDER**

TO: Daniel J. Andersen
3540 Montgomerie Avenue
Deephaven, MN 55391

Commissioner of Labor and Industry, Scott Brener (hereinafter "Commissioner") has
determined as follows:

1. The Commissioner has advised Daniel J. Andersen, doing business as D. James Architectural Design, LLC, as known as D. James Architectural Planning, LLC (hereinafter "Respondent"), that he is prepared to commence formal action pursuant to Minn. Stats. §§ 45.027, subd. 5 and §326.91 (2004), against Respondent based on allegations that Respondent engaged in unlicensed residential building contractor, remodeler, or roofer activities in violation of Minn. Stat. §326.84, subds. 1 and 1b (2004), failed to pay suppliers and subcontractors in violation of Minn. Stat. §326.91, subd. 1(8) (2004), and obtained a building permit by the fraudulent use of a licensed entity's company name and license number in violation of Minn. Stat. §326.91, subd. 1(13) (2004).
2. Respondent acknowledges that he has been advised of his rights to a hearing in this matter, to present argument to the Commissioner and to appeal from any adverse determination after a hearing, and Respondent hereby expressly waives those rights. Respondent further acknowledges that he has been represented by legal counsel throughout these

EXHIBIT D

proceedings, or has been advised of his right to be represented by legal counsel which right he hereby waives.

3. Respondent has agreed to informal disposition of this matter without a hearing as provided under Minn. Stat. § 14.59 (2004) and Minn. Rule Pt. 1400.5900 (2003).

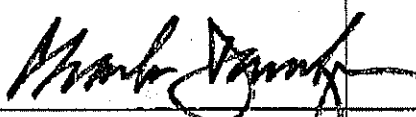
4. The following Order is in the public interest.

NOW, THEREFORE, IT IS HEREBY ORDERED, pursuant to Minn. Stat. § 45.027, subd. 5 (2004), that David J. Andersen, doing business as D. James Architectural Design, LLC, as known as D. James Architectural Planning, LLC, shall cease and desist from engaging in the work of a residential building contractor, remodeler, or roofer in the State of Minnesota until compliance with Minn. Stats. §§ 326.83 - 326.991 (2004) is achieved, including licensure pursuant to Minn. Stat. § 326.84 (2004).

IT IS FURTHER ORDERED that the Respondent shall pay to the State of Minnesota a civil penalty of \$2,000.00

Dated: 7/10/06

SCOTT BRENER
Commissioner

By: 

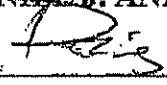
CHARLIE DURENBERGER
Manager, Enforcement Services
Construction Codes and Licensing Division

443 Lafayette Road North
Saint Paul, Minnesota 55155
Telephone: (651) 284-5065

CONSENT TO ENTRY OF ORDER

The undersigned, Daniel J. Andersen, states that he has read the foregoing Consent Order; that he knows and fully understands its contents and effect; that he has been advised of his right to a hearing; that Respondent has been represented by legal counsel in this matter or that he has been advised of Respondent's right to be represented by legal counsel and that he has waived this right; and that he consents to entry of this Order by the Commissioner of Labor and Industry. It is further expressly understood that this Order constitutes the entire settlement agreement between the parties hereto, there being no other promises or agreements, either expressed or implied.

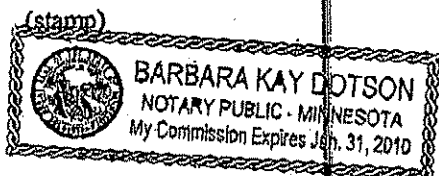
**D. JAMES ARCHITECTURAL DESIGN, LLC, AKA
D. JAMES ARCHITECTURAL PLANNING, LLC**

By: DANIEL J. ANDERSENIts: STATE OF MinnesotaCOUNTY OF Hennepin

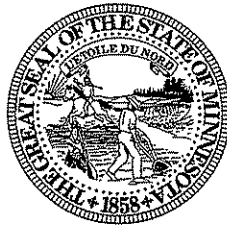
This instrument was acknowledged before me on 7-5-06 by Daniel J. Andersen,
(Date)

_____, of D. James Architectural Design, LLC, aka D. James Architectural
(Title)

Planning, LLC.




(Signature of notary officer)
SUPERVISOR
Title (and Rank)
My commission expires: 1-31-10



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

AFFIDAVIT OF SERVICE BY MAIL

RE: **In the matter of Daniel J. Anderson, Unlicensed**
d/b/a D. James Architectural Design, d/b/a D. James Architectural LLC
File Number 2007-0060

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

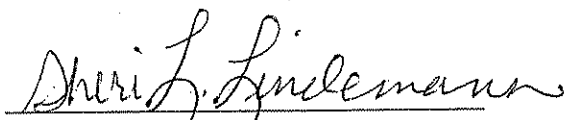
Lynette DuFresne, being first duly sworn, deposes and says:

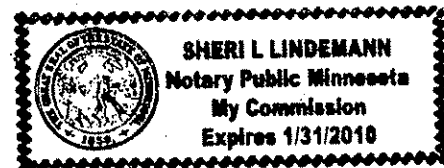
That at the City of St. Paul, County of Ramsey and State of Minnesota, on this the 11th day of September, 2007, she served the attached [Proposed] Settlement Agreement and Cease and Desist Order by depositing in the United States mail at said city and state, a true and correct copy thereof, properly enveloped, with first class and certified postage prepaid, and addressed to:

Daniel J. Anderson
d/b/a D. James Architectural Design
3540 Montgomerie Ave
Deephaven, MN 55391


Lynette DuFresne

Subscribed and sworn to before me on this
the 11th day of September, 2007.


(Notary Public)



85 East 7th Place, Suite 160, St. Paul, MN 55101
p. 651.296.2388 ■ f. 651.297.5310 ■ TTY 800.627.3529
www.aelslagid.state.mn.us

AFFIDAVIT OF SERVICE BY MAIL

RE: In the Matter of
Daniel J. Anderson, Unlicensed
d/b/a D. James Architectural Design, and
d/b/a D. James Architectural Design LLC,
and d/b/a D. James Architectural Planning, LLC.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

Lynette DuFresne, being first duly sworn, deposes and says:

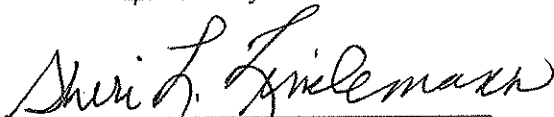
That at the City of St. Paul, County of Ramsey and State of Minnesota, on this the 23rd day of OCTOBER, 2007, she served the attached Settlement Agreement and Cease and Desist Order by depositing in the United States mail at said city and state, a true and correct copy thereof, properly enveloped, with first class and certified postage prepaid, and addressed to:

Daniel J. Anderson
d/b/a D. James Architectural Design, and
d/b/a D. James Architectural Design, LLC, and
d/b/a D. James Architectural Planning, LLC.
3540 Montgomerie Ave
Deephaven, MN 55391

CERTIFIED MAIL
Return Receipt Requested
7005 3110 0003 5736 4160


Lynette DuFresne

Subscribed and sworn to before me on
this the 23rd day of October, 2007.


(Notary Public)

