

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

**In the Matter of
Daniel Goemann
Unlicensed**

**SETTLEMENT AGREEMENT
AND
CEASE AND DESIST ORDER**

Board File No. 2021-0002

TO: Daniel Goemann
401 2nd Ave. N. Ste 206
Minneapolis, MN 55401

The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design ("Board") is authorized pursuant to Minn. Stat. §§ 214.10 and 326.111 (2020) 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 Goemann ("Respondent"). The Board's Complaint Committee ("Committee") reviewed the information. The parties have agreed that these matters may now be resolved by this Settlement Agreement and Cease and Desist Order.

SETTLEMENT AGREEMENT

It is hereby stipulated and agreed by Respondent and the Committee that without trial or adjudication of any issue of fact or law and without any evidence or admission by any party with respect to any such issue:

1. Jurisdiction. Pursuant to Minn. Stat. § 326.111, subd. 3 (2020), 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. Respondent is a licensed Architect in Wisconsin.
 - c. Respondent is an employee of Wendel, an Architectural and Engineering firm and works out of the Wendel, Minneapolis, Minnesota office.
 - d. On or about January 7, 2019, the head of Wendel, Minneapolis office reviewed the Minnesota licensing statutes to determine how employees in the Wendel, Minneapolis office should properly use the term "Architect" in their email and other communications.
 - e. On or about the same time, the head of the Wendel, Minneapolis office also called the Minnesota Board of AELSLAGID and inquired as to how or whether Architects licensed in another state but not Minnesota could use the term "Architect".
 - f. Based upon the discussion with the AELSLAGID Board representative, the head of the Wendel office wrote the following in an email to two employees of Wendel, one of whom was Mr. Goemann: "Per my discussion with the [staff] at AELSLAGID (sic), OK to use Architect if they are licensed somewhere and practicing here under the direction of a licensed MN

Architect.”

- g. This advice from the AELSLAGID Board was either misunderstood or misinterpreted.
- h. The inquiry by the Wendel, Minneapolis office head was part of a reorganization and resulted in a requirement that Respondent, Mr. Goemann, change his email signature. His new email signature included the title “Senior Architect” along with “Senior Associate Principal”. He also updated his LinkedIn profile to match his email signature.
- i. Mr. Goemann proceeded to make the changes to his title pursuant to the policy of his employer.
- j. Respondent took immediate corrective actions upon learning of the Board’s file in this matter and learning that he should not use the term “Architect” in Minnesota when licensed as an Architect in Wisconsin but not Minnesota.

3. Violations. Respondent admits that the facts specified above constitute violations of Minn. Stat. § 326.02, subs. 1 and 2 (2020) and are sufficient grounds for the action specified below. Specifically, Respondent held himself out as an Architect on his email signature and his LinkedIn page by using the job title “Architect” and the location of Minnesota.

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 Minnesota until such time as he becomes licensed as an architect

in the State of Minnesota.

b. Civil Penalty. Respondent shall pay to the Board a civil penalty of Five Hundred Dollars (\$500). Respondent shall submit a civil penalty of \$500 by check to the Board within sixty (60) 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, a district court of this state may, upon application of the Committee, enter an order enjoining Respondent from such unauthorized practices, 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 (2020). 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 by appeal, writ of certiorari, or otherwise.

7. Collection. Pursuant to Minn. Stat. § 16D.17 (2020), after ninety (90) days of the Board's approval of this Settlement Agreement and Cease and Desist Order, the Board may file and enforce any unpaid portion of the civil penalty imposed by this Order as a judgment against Respondent in district court without further notice or additional proceedings. Pursuant to Minn.

Stat. § 16D.13 (2020), ninety (90) days after the Board's approval of this Settlement Agreement and Cease and Desist Order, interest will begin to accrue on the penalty in accordance with that section.

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 Minn. Stat. ch. 14 (2020), 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. Upon issuance by the Board, this Settlement Agreement and Cease and Desist Order is classified as public data. Minn. Stat. § 13.41, subd. 5 (2020). All other documents in the record shall maintain the data classification to which they are entitled under Minn. Stat. ch. 13 (2020). Documents shall not become public merely because they are referenced herein. The Board will post a copy of this order on its website. The Board will also send a summary 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 hereto relating to the allegations referenced herein. Respondent is not relying on any other agreement or representations of any kind, verbal or otherwise.

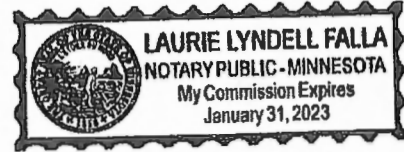
13. Counsel. Respondent is aware that he may choose to be represented by legal counsel in this matter. Respondent has either had the opportunity to consult with counsel or hereby knowingly waived legal representation.

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]
Daniel Goemann

Dated: NOVEMBER 2, 2021



SUBSCRIBED and sworn to before me on
this the 2nd day of November, 2021.

[Signature]
(Notary Public)

My Commission Expires:

January 31, 2023

COMPLAINT COMMITTEE

[Signature] DATED: November 10, 2021
Eric Friske, JD
Committee Chair

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 15th day of November, 2021.

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

By: [Signature]
~~Paul Vogel, LS~~ Board Chair
Melisa Rodriguez, PE
Acting Board Chair

STATE OF MINNESOTA
MINNESOTA BOARD OF ARCHITECTURE, ENGINEERING, LAND SURVEYING, LANDSCAPE
ARCHITECT, GEOSCIENCE, AND INTERIOR DESIGN
85 East 7th Place, Suite 160
St. Paul, MN 55101

CERTIFICATE OF SERVICE BY U.S. MAIL

Case Title: Daniel Goemann
File # 2021-0002

I, Dillon Lang, verify by oath or affirmation that on the 19th day of November, 2021, at the City of St. Paul, in the county of Ramsey, in the State of Minnesota, served the Settlement Agreement and Cease and Desist Order by depositing a true and correct copy in the United States mail, properly enveloped, with first class postage prepaid and addressed to the following named individual(s) or entities at the address indicated below.

Jeffrey W. Coleman
The Coleman Law Firm, LLC
800 Washington Ave. N., Suite 620
Minneapolis, MN 55401


Dillon Lang