

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

RECEIVED
MAR - 4 2004

In the Matter of
Jeremy Paquette, Unlicensed
d/b/a Paquette Design & Build

SETTLEMENT AGREEMENT
AND
CEASE AND DESIST ORDER

Board File No. 2004-0023

TO: Mr. Jeremy Paquette
d/b/a Paquette Design & Build
50801 - 237th Place
McGregor, MN 55760-5654

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, 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. Jeremy Paquette ("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 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.

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. On April 15, 2003, Respondent distributed or caused to be distributed an advertisement for Paquette Design & Build, representing that the business provides "professional plans" and with the word "architect" appearing directly below Respondent's name. A true and correct copy of the advertisement is attached as Exhibit A.

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 or itself out to the public as able to perform architectural services, from using the protected term "architect" or any variation thereof, 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.

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. Respondent agrees that upon the application of the Committee without notice 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. 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.

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 filed with the Board with this Settlement Agreement.

9. 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. A summary of this Settlement Agreement 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.

10. 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.

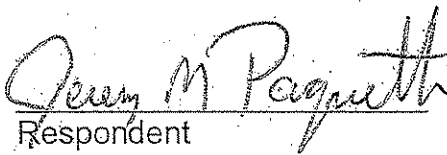
11. Entire Agreement. Respondent has read, understood, and agreed to this Settlement Agreement and is freely and voluntarily signing it. The Settlement Agreement contains the entire agreement between the parties. Respondent is not relying on any other agreement or representations of any kind, verbal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

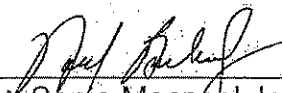
12. Counsel. Respondent is aware that he may choose to be represented by legal counsel in this matter. Respondent knowingly waived legal representation.

13. 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

COMPLAINT COMMITTEE


Respondent

BY 
Donald Bachard, PE, LS
Acting Complaint Committee Chair

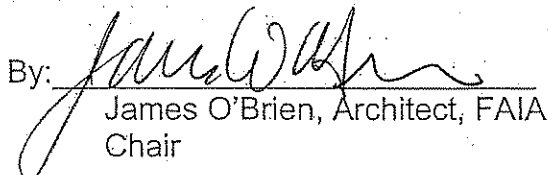
Dated: 2/27/04, 2004

Dated: 3/12/04, 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 this 12 day of MARCH 2004.

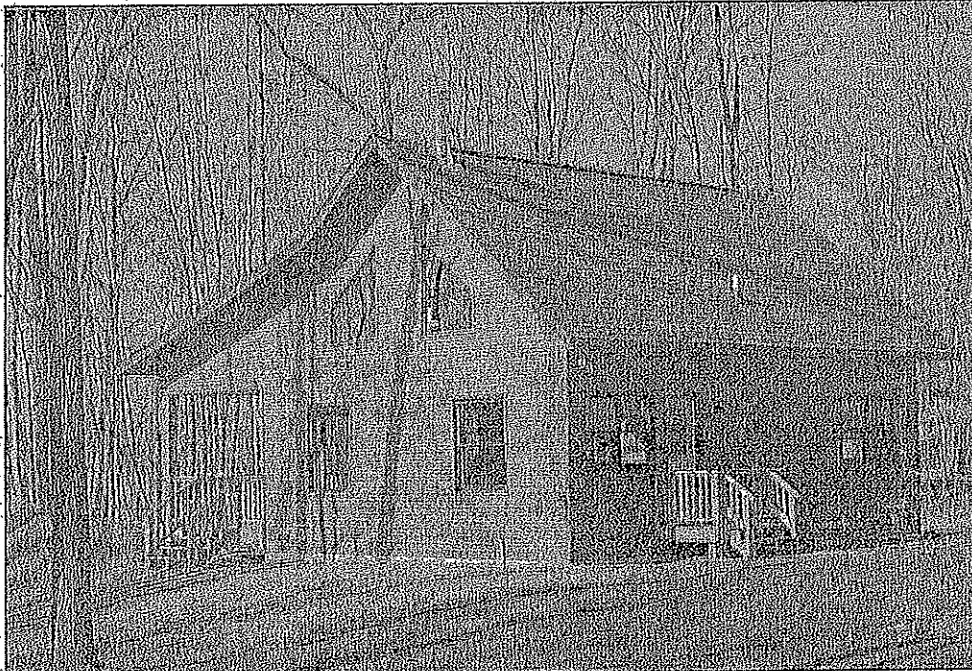
MINNESOTA BOARD OF
ARCHITECTURE, ENGINEERING,
LAND SURVEYING, LANDSCAPE
ARCHITECTURE, GEOSCIENCE AND
INTERIOR DESIGN

By: 
James O'Brien, Architect, FAIA
Chair

has some of the best craftsmen in the state, but communication seems to be a problem.

When a customer takes more than one estimate, then chooses the least expensive, that person in most cases is not getting the same product as the higher estimate.

As a customer, you need to ask questions and request written explanations of what is included. Also, go look at some of your contractor's past work to see what quality level they build at. This is the only way you, the customer, will be fully satisfied with your project.



— Jeremy Paquette
Paquette Design & Build Inc.

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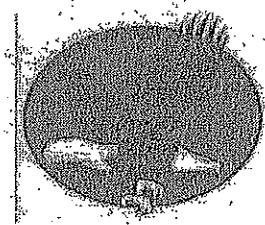
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