

BEFORE THE STATE OF MARYLAND STATE BOARD OF ARCHITECTS

STATE BOARD OF ARCHITECTS

v.

SUNDAY OJIGBO D/B/A SUNARCH LLC

2409 Oxon Run Drive
Temple Hills, MD 20748

Respondent

Agency Case Nos.: 17-AR-14

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SETTLEMENT AGREEMENT AND CONSENT ORDER

This matter comes before the State of Maryland State Board of Architects ("Board") as the result of a complaint filed by Marie Prince ("Complainant") on or about March 7, 2017 against Sunday Ojigbo ("Respondent") d/b/a Sunarch LLC. Based on the complaint and subsequent investigation, the Board determined that administrative charges against the Respondent are appropriate and that an administrative hearing on those charges should be held.

To resolve this matter without an administrative hearing, the Board and the Respondent (collectively "Parties") have agreed to enter into this Settlement Agreement and Consent Order ("Consent Order") to provide for the imposition of disciplinary measures that are fair and equitable in these circumstances and consistent with the best interests of Maryland's citizens.

The Parties agree and stipulate to the following:

1. At all times relevant to the complaint at issue, the Board had jurisdiction over the subject matter of the complaint.
2. The Respondent is not, and has never been, licensed as an architect by the Board.
3. On or about August 22, 2016, the Respondent issued a proposal to the Complainant to provide "architectural engineering planning services" at the Complainant's residential property located at 9105 Sherwood Forest Way, Upper Marlboro, MD 20772.
4. The Respondent issued the August 22, 2016 proposal on Sunarch LLC's stationary that identified the Respondent as President, and had numerous references to architectural services including but not limited to: 1) listing the subject as "RE: Architect's/ engineering design . . ."; 2) indicating that the proposal was for "architectural engineering planning services"; and 3) stating in the footer "ARCHITECTURE ♦ ENGINEERING ♦ CONSTRUCTION MANAGEMENT."
5. On or about August 24, 2016 the Complainant accepted the Respondent's August 22, 2016 proposal and entered into an "architectural engineering planning services" contract with the Respondent totaling TWO THOUSAND NINE HUNDRED DOLLARS (\$2,900) with

ONE THOUSAND NINE HUNDRED DOLLARS (\$1,900) due upon notice to proceed and the balance "[d]ue upon completion of the drawing ready for permitting."

6. On or about August 24, 2016 the Complainant paid the Respondent the ONE THOUSAND NINE HUNDRED DOLLARS (\$1,900) deposit by check.
7. The Respondent provided to the Complainant "ARCHITECTURAL/ELECTRICAL" drawings.
8. The Respondent hereby admits and acknowledges that by using the terms "Architect's," "architectural," and "architecture" in a proposal for "architectural engineering planning services" that lists him as the President and bears his signature, and providing "ARCHITECTURAL/ELECTRICAL" drawings he created the misimpression that he was authorized to practice architecture in Maryland.
9. The Respondent hereby admits and consents to the entry of an Order by the Board finding that his conduct violates the Maryland Architects Act ("Act") codified at Business and Occupations Article ("BOP"), Annotated Code of Maryland §3-603, which provides:

§ 3-603. Representations to the public; practice of architecture

Unless authorized under this title to practice architecture, a person may not represent to the public, by use of a title, including "architect", "licensed architect", or "registered architect", by description of services, methods, or procedures, or otherwise, that the person is authorized to practice architecture in the State.

10. The Respondent further admits and acknowledges that on February 28, 2007 in case 06-AR-03 he entered into a Settlement Agreement and Consent Order with the Board for violating BOP §3-603, which is the same statute at issue in this Agreement, and agreed to pay a TWO HUNDRED FIFTY DOLLAR (\$250) civil monetary penalty based on his having entered into a contract to prepare architectural plans, providing architectural drawings as contracted, and identifying himself as an architect on those drawings.
11. The Respondent agrees and acknowledges that in accordance with the Board's practice of imposing increasing and progressive discipline for subsequent violations, he should receive a greater sanction than imposed in 06-AR-03, and to resolve this matter he thereby consents to the entry of an Order of violation of BOP §3-603 and agrees to pay a civil monetary penalty in the amount of FIVE THOUSAND DOLLARS (\$5,000) as follows:
 - a. The Respondent agrees to pay ONE THOUSAND DOLLARS (\$1,000) no later than March 1, 2018 and ONE THOUSAND DOLLARS (\$1,000) due no later than May 1, 2018.
 - b. Provided the Respondent abides by this Consent Order, payment of the remaining THREE THOUSAND DOLLARS (\$3,000) shall be waived twenty-four (24) months from

the Consent Order's "effective date." However, should the Respondent violate any provision of this Consent Order or the Act within the twenty-four (24) months, then the THREE THOUSAND DOLLARS (\$3,000) along with any other amounts still due shall become immediately due and owing.

12. The "effective date" is the date that a Board Member signs this Consent Order.
13. The Respondent agrees that when determining if he violated the Act within twenty-four (24) months of the effective date of this Consent Order, the date on which the Respondent committed the violation shall constitute the violation date.
14. The Respondent further agrees that he will immediately remove from his materials any references to architect, architects, architectural, architecture, along with any other words, symbols, or phrases that otherwise tend to misrepresent to the public that he and/or his business are authorized to practice architecture in Maryland.
15. The Respondent agrees that henceforth he will not violate the Act.
16. A waiver of any of the rights or duties provided herein must be in writing. Any such waiver constitutes a one-time waiver on a case-by-case basis and not a waiver of this entire agreement or the subject provision(s) unless otherwise explicitly stated in writing.
17. The Parties agree that if any part of this Consent Order is declared invalid or unenforceable, the remainder of the Consent Order will remain valid and enforceable.
18. The Parties intend that this Consent Order represents the final expression of the Parties' intent and agreement between the Parties relating to the subject matter of this Consent Order. The Parties further intend that this Consent Order contains all the terms the Parties agreed to on the subject matter of this Consent Order. The Parties further intend for this Consent Order to replace all the Parties' previous discussions, understandings, and agreements relating to the subject matter.
19. The Respondent hereby acknowledges that he has had the opportunity to consult with private counsel prior to entering this Consent Order and that he is entering into this Consent Order knowingly, voluntarily, and intelligently.
20. By entering this Consent Order the Respondent expressly waives the right to have the charges reduced to writing, to an administrative hearing before the Board or its designee on the charges, the making of Findings of Fact and Conclusions of Law, any and all other proceedings before the Board or its designee, and any rights to appeal from this Consent Order to any court of competent jurisdiction.
21. The Parties agree that this Consent Order will serve as the final resolution of Complaint No. 17-AR-14.

BASED ON THESE STIPULATIONS AND AGREEMENTS, IT IS THIS 27th DAY OF FEBRUARY, 2018, BY THE STATE BOARD OF ARCHITECTS HEREBY:

- I. **ORDERED** that the Respondent has violated §3-603 of the Act; and it is further
- II. **ORDERED** that the Respondent shall pay a total civil monetary penalty of FIVE THOUSAND DOLLARS (\$5,000); and it is further
- III. **ORDERED** that the Respondent shall pay ONE THOUSAND DOLLARS (\$1,000) no later than March 1, 2018 and ONE THOUSAND DOLLARS (\$1,000) due no later than May 1, 2018; and it is further
- IV. **ORDERED** that provided the Respondent abides by this Consent Order, payment of the remaining THREE THOUSAND DOLLARS (\$3,000) shall be waived twenty-four (24) months from the Consent Order's "effective date." However, should the Respondent violate any provision of this Consent Order or the Act within the twenty-four (24) months, then the THREE THOUSAND DOLLARS (\$3,000) along with any other amounts still due shall become immediately due and owing; and it is further
- V. **ORDERED** that the Respondent shall immediately remove from his materials any references to architect, architects, architectural, architecture, along with any other words, symbols, or phrases that otherwise tend to misrepresent to the public that he and/or his business are authorized to practice architecture in Maryland; and it is further
- VI. **ORDERED** that unless otherwise specified in this Consent Order, each provision of this Settlement Agreement and Consent Order shall remain in effect and enforceable as herein agreed unless the Board in writing stays, modifies, terminates, or suspends it; and it is further
- VII. **ORDERED** that this document shall constitute a Final Order of the Board, and the Board may consider this Settlement Agreement and Consent Order and the facts set forth herein in connection with, and in deciding, any subsequent action or proceeding before the Board, and that this Settlement Agreement and Consent Order may, if relevant, be admitted into evidence in any matter before the Board, its designee, and/or a court of competent jurisdiction; and it is further
- VIII. **ORDERED** that the Board's records and publications shall reflect that the Respondent and the Board resolved this matter through this Settlement Agreement and Consent Order.