

IN THE MATTER OF:)	File No. 02-06
)	
Syed S. Abbas, Cert. No. 10376)	
Architectural Vision Group, LTD.)	
31150 Center Ridge Road)	Date:
Cleveland, Ohio 44145)	
)	

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter “Agreement”) is made and entered into by and between the STATE OF OHIO, BOARD OF EXAMINERS OF ARCHITECTS, (hereinafter the “**BOARD**”), located at 77 South High Street, 16th Floor, Columbus, Ohio 43215-6108, a state agency charged with enforcing Ohio Revised Code Chapter 4703, and Syed S. Abbas, Cert. No. 10376 of “Architectural Vision Group, LTD.” (hereinafter “**RESPONDENT**”), whose mailing address is 31150 Center Ridge Road, Cleveland, Ohio 44145.

WHEREAS, the **BOARD** has received a complaint regarding **RESPONDENT’S** alleged violations(s) of Ohio Administrative Code 4703-3-07(C) (2) arising out of **RESPONDENT’S** allegedly not accurately representing to a prospective or existing client or employer his or her qualifications and the scope of his or her responsibility in connection with the work for which he or she is claiming credit.

These allegations are specifically related to the **RESPONDENT’S** alleged misuse of promotional language and photographs of projects belonging to the architectural firm of Lesko Associates. Additionally, **RESPONDENT** allegedly did not properly credit Lesko Associates when he listed specific Lesko projects as part of his work experience on his “career profile.”

WHEREAS, the **BOARD**, pursuant to O.R.C. 4703.03(A), has initiated an investigation of the alleged violation(s) by **RESPONDENT**; and

WHEREAS, at all times pertinent hereto, **RESPONDENT** was duly registered in the State of Ohio, having been issued certificate number #10376, by the **BOARD**. **RESPONDENT’S** registration is in good standing; and

WHEREAS, the **BOARD** and **RESPONDENT** desire to resolve the above-mentioned claims without formal legal proceedings.

NOW THEREFORE, in consideration of the various promises and mutual covenants contained herein, the **BOARD** and **RESPONDENT** agree as follows:

1. **RESPONDENT** hereby stipulates that the **BOARD** believes that the conduct recited above constitutes a violation of Ohio Administrative Code section 4703-3-07(C) (2).

2. **RESPONDENT** releases his right to a hearing, pursuant to Ohio Revised Code section 119.07 and any and all claims or causes of action he may have, including but limited to, appeal from this Agreement, or any order derived herefrom, or attorneys fees, against the State of Ohio, the **BOARD** and its members, officers, employees and/or agents, arising out of matters which are subject of this Agreement, except as necessary to enforce this Settlement Agreement. The **BOARD** waives its right to any enforcement action except as necessary to enforce this Settlement Agreement.

3. **RESPONDENT** shall immediately cease and desist from using any marketing material or promotional language belonging to the firm of Lesko Associates for use in his firm's brochures, proposals, portfolios or statement of qualifications.

4. **RESPONDENT** shall immediately cease and desist from using or displaying photographs of projects he worked on while employed at Lesko Associates as part of his portfolio, brochures, proposal of statement of qualifications unless he clearly identifies them as Lesko Associates' projects

5. When **RESPONDENT** lists specific project experience on his "career profile" that were Lesko Associates projects, **RESPONDENT** shall properly credit Lesko Associates where applicable.

6. **RESPONDENT** shall issue a letter to all school districts, school boards, clients and potential clients who received promotional materials from **RESPONDENT** within the past two (2) years where the alleged misuse of Lesko Associates' promotional language and project pictures were used as part of **RESPONDENT'S** Statement of Qualifications or proposals.

The letter shall specifically clarify that **RESPONDENT** used part of Lesko Associates promotional language in its proposals and Statement of Qualifications and, where applicable, clarify his "career profile" work experience by giving proper credit and acknowledgement to Lesko Associates for its specific projects and pictures. Copies of such letters ~~must~~ be presented to the **BOARD** and to Nicholas Lesko. ^{MUST}

7. **RESPONDENT** shall issue a letter to Nicholas Lesko of Lesko Associates acknowledging that he will take the following action:

- Will not use any promotional language or marketing material belonging to Lesko Associates.
- Where applicable, will give proper credit or acknowledgement when listing as part of his "career profile" experience, project that were Lesko Associates projects.
- Will not use or display photographs of projects he worked on while employed at Lesko Associates unless he clearly identifies them as Lesko Associates projects.

- Will clarify by letter all of these issues with clients or potential clients who received previous proposals or Statement of Qualifications within the past two (2) years.

8. With respect to the allegations that **RESPONDENT** allegedly did not accurately represent to a prospective or existing client or employer his or her qualifications and the scope of his or her responsibility in connection with the work for which he or she is claimed credit, the **BOARD** will issue a *Letter of Reprimand* (attached as Exhibit A hereto) for the above mentioned actions.

9. **RESPONDENT** will successfully complete and pass the Professional Conduct Monograph as published by NCARB and provide a copy of his certificate of completion to the **BOARD** with (90) ninety days from the date on which this Agreement is signed by all parties.

10. The **BOARD** will notify NCARB of this Settlement Agreement reached with **RESPONDENT**.

11. The **BOARD** will publish the fact that **RESPONDENT** was issued a Letter of Reprimand in the **BOARD** newsletter.

12. **RESPONDENT** shall obey all federal, state and local laws, and all laws and administrative rules governing the practice of architecture in the state of Ohio and any United States jurisdiction where the **RESPONDENT** may hold a license to practice architecture. If **RESPONDENT** is arrested or charged with any violation of law, other than minor misdemeanor traffic violations, he shall report those facts and circumstances in writing to the **BOARD** within thirty (30) days from the arrest, citation or charge.

13. Should **RESPONDENT** fail to comply fully with the terms of this Agreement, the **BOARD** reserves the right to institute formal legal proceedings for any and all possible violations or breaches, including but not limited to, alleged violations of the laws of Ohio occurring before the effective date of this Agreement.

14. If the **BOARD** determines, in or at its discretion, that **RESPONDENT** has violated any terms of this Agreement, the **BOARD** may initiate administrative proceedings to impose any penalty provided for in Ohio Revised Code section 4703.151. **RESPONDENT** shall have the right to raise any defenses he may have to such proceedings.

15. This Agreement constitutes a compromise and settlement of a disputed matter between the parties, which is referenced in the second recital paragraph, and operates as a release of all claims of **RESPONDENT** against the **BOARD**, its members, employees, agents and any agency, instrumentality or political subdivision of the State of Ohio, known or unknown, that participated in the above referenced investigation of this dispute giving rise to the alleged liability of **RESPONDENT** for alleged violation(s) herein, and a release of all claims that the **BOARD** or any of its members or agencies may have against **RESPONDENT** that in any way relate to the charges filed against **RESPONDENT** by Mr. Nicholas Lesko of Lesko & Associates.

16. The **BOARD** and **RESPONDENT** agree that the terms of this Agreement bind the parties hereto, their successors, assigns and the like; and

This Agreement:

- a. contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either expressed or implied, other than set forth, shall be binding on any of the parties;
- b. shall be governed by the laws, rules, and courts of the State of Ohio.

17. This Agreement may not be modified without the written approval of both parties.

18. This Agreement is severable. If any provision of this Agreement is declared void or invalid by any court, all other provisions of this Agreement remain binding.

19. This provision is separable from all other provisions of the Agreement and is binding on **RESPONDENT** notwithstanding the provisions in paragraph (22) below. This Agreement is executed by the parties as a full and final settlement of the charges that have been initiated against **RESPONDENT**.

In this regard, **RESPONDENT** initiated settlement negotiations in order to attempt to resolve the charges filed against him. **RESPONDENT** authorized the **BOARD** to review and examine all investigative file material concerning this case prior to or in conjunction with consideration of this Agreement or counter-proposal by the **BOARD**.

Furthermore, should this Agreement not be accepted by the **BOARD**, it is agreed that the presentation and consideration of this Agreement, counter-proposal, or other documents and matters by the **BOARD**, shall not unfairly constitute or illegally prejudice the **BOARD** or any of its members from further participation, consideration, adjudication or resolution of these proceedings and in conjunction herewith **RESPONDENT** hereby waives any such defense or claim. It is further agreed that by executing this Agreement **RESPONDENT** is not thereby admitting liability with regard to the charges, such liability being expressly denied. Should this Agreement not be accepted by the **BOARD**, neither the terms of this Agreement or any counter-proposals, nor the negotiations in connection herewith, shall be admissible by either party in any proceedings relating to the charges brought against **RESPONDENT**.

20. The **BOARD** and **RESPONDENT** agree that this is a final resolution of all charges, actions, claims or defenses of any kind whatsoever between the two parties, whether administrative, civil or criminal, related to the allegations brought by the **BOARD** against **RESPONDENT** pertaining to **RESPONDENT'S** work to date; and

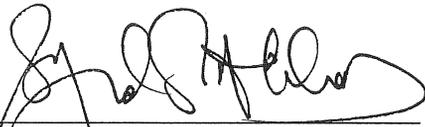
21. This Agreement shall be considered a public record in accordance with O.R.C. 149.43.

22. It is hereby understood that except for paragraph (19) above, which is binding on the parties by their respective signatures alone, this Agreement shall not be binding on any of the

parties unless it has been signed and executed by all the parties below. If the parties are unable to reach an Agreement on the terms herein, or the Agreement is rejected by the **BOARD**, this Agreement shall become null and void without any force of effect. The **BOARD'S** approval shall be designated by a majority vote of the **BOARD** at a Board meeting at which this Agreement is considered.

23. **RESPONDENT** and the **BOARD** acknowledge that they have read this Settlement Agreement, that they have had an opportunity to discuss it with this attorney(s), that they fully understand this Agreement, and that they are voluntarily signing this Agreement.

RESPONDENT

BY: 
Syed S. Abbas, Cert. no. 10376
Individually and on behalf of
Architectural Vision Group, Inc.

DATE: 7/22/02

THIS SETTLEMENT AGREEMENT IS APPROVED IN FULL:

DATED THIS 9th DAY OF August, 2002

STATE OF OHIO
BOARD OF EXAMINERS OF ARCHITECTS


WILLIAM N. WILCOX
EXECUTIVE DIRECTOR