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

In the Matter of Jeff Lawler
Respondent, Unlicensed

SETTLEMENT AGREEMENT
AND
CEASE AND DESIST ORDER

Board File No. 2013-0014

TO: Mr. Jeff Lawler
11441 Wild Heron Point
Eden Prairie, Minnesota 55347

The Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience and Interior Design ("Board") is authorized pursuant to Minnesota Statutes section 214.10 (2012) and Minnesota Statutes section 326.111 (2012) 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 Jeff Lawler ("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 (2012), the Board is authorized to issue an order requiring an unlicensed person to cease and desist from holding out as a Landscape Architect and from practicing Landscape 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 a Landscape Architect in the State of Minnesota.

b. On August 30, 2012, in the LinkedIn website, www. LinkedIn.com, Respondent used the title of "Jeff Lawler, Landscape Architect & Owner, J. Lawler Design, Greater Minneapolis-St. Paul Area."

c. In a letter dated October 13, 2012, Respondent provided a copy of his business card which contained the following wording: "Jeffrey M. Lawler, ASLA, Associate Member American Society of Landscape Architects". Respondent used, in connection with his name, a title and description that tends to convey the impression that he is licensed as a Landscape Architect in Minnesota.

d. In this same letter dated October 13, 2012, Respondent states: "Additionally, I have not completed any commercial projects (only private residential, and two private religious sites)."

e. In a letter dated November 13, 2012, in response to the Board's request, Respondent submitted plans for these two (2) religious sites. The first project was for a church located in Minneapolis,

Minnesota and the second project was for a church located in Richfield, Minnesota. Respondent engaged in the unlicensed practice of Landscape Architecture by (a) setting the approaches for the structures in general, for the two (2) church projects located in Minnesota; (b) locating the pergola at the Richfield, Minnesota church and relocating the arbor at the Minneapolis, Minnesota church; and (c) designing the rain garden at the Minneapolis, Minnesota church.

3. Violations. Respondent admits that the facts specified above constitute violations of Minnesota Statutes sections 326.02, subdivisions 1 and 4(a) and Minnesota Statutes sections 326.03, subdivision 1 (2012) and are sufficient grounds for the action specified below. Specifically, it is alleged that the Respondent held himself out as a Landscape Architect by using the title of "Landscape Architect & Owner" on the website, www.LinkedIn.com, and by using the title of "Jeffrey M. Lawler, ASLA, Associate Member American Society of Landscape Architects." Additionally, Respondent engaged in the unlicensed practice of Landscape Architecture by: (a) setting the approaches for the structures in general, for the two (2) church projects located in Minnesota; (b) locating the pergola at the Richfield, Minnesota church and relocating the arbor at the Minneapolis, Minnesota church which is a location and arrangement of a tangible object within the meaning of Minnesota Statutes, section 326.02, subdivision 4a (2012); and (c) designing the rain garden at the Minneapolis, Minnesota church which is a consideration and determination of inherent problems of the land relating to erosion, wear and tear, blight and hazards within the meaning of

Minnesota Statutes, section 326.02, subdivision 4a (2012).

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 practicing landscape architecture and holding himself out as a Landscape Architect in Minnesota until such time as he becomes licensed as a Landscape 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 Minnesota Statutes Chapter 14 (2012). 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 (2012), 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 (2012). 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 (2012). 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 Landscape 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 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.

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 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

Jeff Lawler

Dated: 3 May, 2013

SUBSCRIBED and sworn to before me on
this the 3rd day of May, 2013.

(Notary Public)

My Commission Expires:
1/31/2015

LORI D. CREAMER
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2015

COMPLAINT COMMITTEE

DATED: 5/14/13, 2013

Bruce Johnson, PG
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 27 day of ~~July~~ AUGUST 20 2013

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

By: Douglas C Cooley
~~Lisa Manni, LS~~
Board Chair

DOUGLAS C COOLEY PE
BOARD CHAIR

AFFIDAVIT OF SERVICE BY MAIL

RE: In the Matter of Jeff Lawler, Respondent, Unlicensed
Board File No. 2013-0014

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 29th day of August, 2013, 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:

Mr. Jeff Lawler
11441 Wild Heron Point
Eden Prairie, Minnesota 55347

CERTIFIED MAIL
Return Receipt Requested
7012 0470 0000 4959 0080

Lynette DuFresne

Lynette DuFresne

Subscribed and sworn to before me on this the 29th day of August, 2013.

Victoria E Oehrlein
(Notary Public)

Victoria Elizabeth Oehrlein
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2015