



ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA

IN THE MATTER OF THE *ARCHITECTS ACT*
R.S.B.C. 1996 C. 17 AS AMENDED

AND

IN THE MATTER OF A CONSENSUAL
RESOLUTION BETWEEN:

RAY WOLFE ARCHITECT AIBC

AND

THE ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA

CONSENSUAL RESOLUTION AGREEMENT

The *Architects Act* authorizes the AIBC to attempt resolution of disciplinary matters by way of consensual resolution. AIBC Bylaws 36.0 through 36.22 provide the specific processes and procedures by which the AIBC and a member or other registrant may reach agreement on a complaint that would otherwise proceed to a hearing and decision at a disciplinary inquiry.

All consensual resolution agreements must be approved by the consensual resolution review panel before they are effective. By statute, this panel must have regard to the public interest when deciding whether to approve a consensual resolution agreement. An approved consensual resolution agreement has the same effect as an order made by a disciplinary committee under the *Architects Act*.

1.0 BACKGROUND AND AGREED FACTS

- 1.1 The parties agree that the relevant facts and circumstances leading to the investigation and this consensual resolution agreement (the “Agreement”) are set out below.

A. Overview

- 1.2 The AIBC’s Investigation Committee (the “Committee”) conducted an investigation into a complaint about Ray Wolfe Architect AIBC regarding his conduct towards his former employer, an architectural firm.
- 1.3 Following its investigation, the Committee recommended that the matter proceed to a disciplinary inquiry for determination of whether Mr. Wolfe breached certain sections of the *Architects Act*, R.S.B.C. 1996, c. 17 (the “*Act*”), the AIBC Bylaws and the applicable council rulings in the *Code of Ethics and Professional Conduct* (the “*Code of Ethics*”).
- 1.4 Mr. Wolfe chose to pursue a consensual resolution with the AIBC.

B. Mr. Wolfe

- 1.5 Mr. Wolfe was first registered as an architect with the AIBC on July 14, 2008, and has continuously maintained his registration since that time.
- 1.6 Mr. Wolfe currently practises architecture through Thinkspace Architecture, Planning, Interior Design, a partnership which holds a certificate of practice (“Thinkspace”).
- 1.7 Prior to joining Thinkspace, Mr. Wolfe had been employed at Stantec Architecture Ltd. (“Stantec”) since October 2006.

C. The Complaint

- 1.8 In July 2019, the AIBC received a complaint about Mr. Wolfe from Stantec (the “Complaint”).
- 1.9 The Complaint reported concerns relating to Mr. Wolfe’s failure to provide clear and accurate project attribution to Stantec with regard to his résumé that was published on Thinkspace’s website.
- 1.10 The Complaint alleged that this résumé was nearly identical to a draft résumé book that was produced and owned by Stantec.
- 1.11 The Complaint further alleged that Mr. Wolfe, without authorization from Stantec, appeared to have obtained an editable version of the Stantec document, removed Stantec’s branding and substituted it with Thinkspace’s branding throughout the document.
- 1.12 The Complaint was provided to Mr. Wolfe for his response, and the Committee initiated an investigation.

D. The Investigation/Agreed Facts

- 1.13 The investigation involved a review of the material submitted by the complainant and Mr. Wolfe. Mr. Wolfe also attended an interview with the Committee.
- 1.14 The facts in paragraphs 1.15 – 1.37 below are based on material reviewed during the investigation and agreed to by the AIBC and Mr. Wolfe.
- 1.15 On or about August 6, 2018, Mr. Wolfe, a principal architect at Stantec, resigned from the firm after 12 years of employment.
- 1.16 On September 1, 2018, Mr. Wolfe joined Thinkspace as a partner.
- 1.17 From September 18, 2018, to November 9, 2018, Mr. Wolfe transitioned to limited part time employment with Stantec in order to complete certain phases of certain projects. Mr. Wolfe ended all employment with Stantec after November 9, 2018.
- 1.18 Between approximately 2010 and 2018, while employed at Stantec, Mr. Wolfe, with the assistance of Stantec’s marketing department, created and updated his résumé of projects regularly (the “Old Résumé Book”) that contained images, texts, and renderings of projects, to showcase the projects he had worked on or had led. The Old Résumé Book served as his résumé of projects.
- 1.19 At some point, Mr. Wolfe adapted the Old Résumé Book created at Stantec and built a new résumé (the “New Résumé Book”). All the projects included in the New Résumé Book were the ones he had worked on while he was at Stantec.
- 1.20 Out of the 14 projects showcased in the New Résumé Book, Stantec was given attribution credit for 12 projects. However, credit was only applied to one full image for each of the 12 projects with the phrase “Architect: Stantec”. None of the other accompanying project images and text descriptions for the 12 projects contained any attribution credit to Stantec.
- 1.21 Mr. Wolfe’s response for not attributing all images, texts, and renderings of projects in the New Résumé Book was because he understood them to be part of the project which was preceding or adjacent to the one full image where Stantec had been given attribution. He stated it was reasonably clear that those projects with attribution credit allowed the reader to be able to tell that the responsible architect was Stantec.
- 1.22 Mr. Wolfe stated that two projects in the New Résumé Book which did not give any credit to Stantec was a result of his inadvertent omission and oversight.
- 1.23 After Mr. Wolfe left Stantec in November 2018 and started working at Thinkspace, the New Résumé Book appeared as a link on the news page on Thinkspace’s website announcing Mr. Wolfe’s arrival as a new partner.
- 1.24 On December 20, 2018, Stantec wrote to Mr. Wolfe alleging that the New Résumé Book violated Stantec’s intellectual property rights by rebranding and using the Old Résumé Book, which was the

property of Stantec, without authorization and that this breached AIBC Bylaw 32.2 by failing to properly credit Stantec for the images and text in the document.

- 1.25 During the investigation, the Committee noted the attribution that appeared in the link on Thinkspace's website to the New Résumé Book was identified as "Stantec" and not "Stantec Architecture Ltd". Additionally, the Committee noted the placement of the attribution was in a small font, in a few images, and generally inconspicuous because it was often placed in an area of the image where the attribution font colour blended into the background.
- 1.26 The Committee further noted featured projects in the New Résumé Book also contain text descriptions of architectural services performed by Stantec, without attributing credit to Stantec for the services.
- 1.27 The Committee noted that the New Résumé Book did not contain a general statement that clearly stated the projects featured inside were Stantec projects. The Committee also noted the cover of the Old Résumé Book and the New Résumé Book looked identical with the exception of Thinkspace's branding where Stantec's branding had appeared, and without reference to Stantec. This rebranding was carried throughout the entire New Résumé Book.
- 1.28 The Committee noted that the New Résumé Book gave Mr. Wolfe personal credit for seven awards, when six of those credited awards were awarded to Stantec.
- 1.29 On December 22, 2018, the day after receiving Stantec's letter, Mr. Wolfe removed the New Résumé Book link from the news page of Thinkspace's website. Mr. Wolfe confirmed it has not been re-posted or distributed since then.
- 1.30 On January 24, 2019, Mr. Wolfe emailed an AIBC practice advisor, attaching his New Résumé Book and seeking confirmation that he was showcasing his past experience on projects, worked on while employed with Stantec, in accordance with AIBC's regulations.
- 1.31 The AIBC practice advisor's reply was that identifying a long list of buildings with the name of the architectural firm identified at the end of the list was not acceptable practice, and instead it was required he put the architectural firm name beside each building listed. He was also advised that the attribution should not be written as "Stantec" but as "Stantec Architecture Ltd."
- 1.32 In the course of the investigation Mr. Wolfe stated that this was his first résumé after 12 years of employment at Stantec, and acknowledged that after speaking with the AIBC practice advisor, he recognized that the New Résumé Book was not perfectly done and there was room for improvement regarding clarity and completeness when giving credit.
- 1.33 The investigation also revealed that on September 14, 2018, Mr. Wolfe's former supervisor at Stantec sent him an email in which she referenced an earlier conversation on August 6, 2018, when he submitted his resignation, about showcasing past projects that he worked on while at Stantec. The email referred Mr. Wolfe to AIBC Bulletin 44: Attribution: Giving and Taking Credit for

Architectural Services and enclosed a copy in the event he was unclear about how to represent his past projects on his résumé.

- 1.34 Mr. Wolfe stated that it was his understanding he had received oral confirmation from his supervisor at Stantec to use renderings and images of the projects for his New Résumé Book when he left Stantec.
- 1.35 The Committee sought confirmation from Mr. Wolfe's supervisor at Stantec who stated that she only became aware of the New Résumé Book after Mr. Wolfe left Stantec and it appeared on Thinkspace's website. She stated Mr. Wolfe did not request permission from her to use any of the images or the Old Résumé Book before or following his departure from Stantec and she was not aware that he had asked anybody else at Stantec either.
- 1.36 Following its review of the material gathered during the investigation the Committee decided to recommend charges for determination at an inquiry by a disciplinary committee.
- 1.37 Upon being notified of the recommended charges, Mr. Wolfe chose to pursue consensual resolution with the AIBC. No notice of inquiry has been issued.

E. Relevant Professional Standards

- 1.38 AIBC Bylaw 32.2, council ruling (b) and the professional standards in AIBC Bulletin 44 are relevant to the complaint against Mr. Wolfe.

Bylaw 32.2 **An architect shall accurately represent to the public, a prospective or existing client or employer the architect's qualifications and the scope of the architect's responsibility in connection with work for which the architect is claiming credit.**

...

- (b) An architect or firm claiming credit for a project, or any part of the architectural services on a project, must ensure that credit is given to the project's original firm or firms and that any credit taken is accurate and limited to the extent of services provided.

- 1.39 The relevant professional standards articulated in AIBC Bulletin 44 state:

- 2.1 While attribution can appear to be a complex issue given firm mergers and acquisitions, copyright claims and the division of work among design professionals in modern architectural practice, a fundamental principle is constant in every scenario: **the 'original' or 'author' firm or firms must be given clear and accurate project credit.**

...

- 2.4 While more than one individual or firm may take some project credit for the same project, every individual or firm that does so must credit the original firm. A potential client may receive several fee proposals from different firms that include images of the same project. That client (and the public generally) is entitled to know who did what. **All references by various firms to the same project should include the same basic information attributing credit to the original firm.**
- 2.5 Subsidiary credit may be taken by individuals and other firms as long as the original firm has been clearly credited and the subsidiary credit is accurate. Individuals, whether partners, employees, contractors, Intern Architects or others, may display and describe the work they performed while in the practice they left, as long as they clearly credit the authorship to the original architectural firm and limit the images, descriptions and claims for credit to the extent of their specific contribution.
- 2.6 It is also important for members and associates moving to another firm to ensure that project credit is taken on an individual basis, and not attributed to the new firm. For example, an architect who leaves firm A should not represent projects worked on at firm A on firm B's web site as projects of firm B – such as on a web page titled 'Firm B: Our Projects'. Credit taken for project work while at firm A should be clearly reserved for marketing material specifically identifying the individual, such as on a 'biography' section, 'Our Team', etc.
- 2.7 **Failing to give and take proper credit amounts to a misrepresentation to the public.** Unlike some other professions, an architect's services may endure for generations. The public's interest extends beyond fundamental contemporary concerns such as 'truth in advertising' to the indefinite legacy of the built environment

2.0 ADMISSIONS

- 2.1 Considering the facts agreed to above, Mr. Wolfe acknowledges and admits that he contravened AIBC Bylaw 32.2 and council ruling (b) by not providing clear and accurate project credit to the original firm (Stantec) in the New Résumé Book, on projects where Stantec was the original or author firm.

3.0 PENALTY AGREEMENT

- 3.1 The following penalty and terms have been agreed upon by Mr. Wolfe and the AIBC:
- 3.1.1 A reprimand will be recorded against Ray Wolfe Architect AIBC; and
- 3.1.2 Mr. Wolfe is required to pay a fine in the amount of \$2,000 to the AIBC, within 30 days after the approval of this Agreement by the consensual resolution review panel.
- 3.2 Mr. Wolfe acknowledges and agrees that failure to complete the requirement in paragraph 3.1.2 above within the time specified will result in his removal from the register of the AIBC.

- 3.3 Mr. Wolfe acknowledges and agrees that if he is removed from the register for failure to complete any of the requirements of this Agreement, he must do the following within 10 days of being advised in writing by the AIBC of his removal from the register:
- 3.3.1 Return his professional seal to the AIBC; and
- 3.3.2 Provide the AIBC with a letter of undertaking confirming that he and his firm have;
- a) Assigned, with client consent, any ongoing projects under his name to another architect or architectural firm holding a current certificate of practice. In this portion of the undertaking letter, Mr. Wolfe is to provide the project owner's name, project name and location and the name of the architect or architectural firm assuming responsibility for the project. This list must include all projects undertaken which are not completed;
 - b) Informed the appropriate officials and authorities having jurisdiction, in writing, of his status on any projects submitted for municipal approval as a development permit application, building permit application, subdivision application or any other municipal process. Such notification letters must be copied to the AIBC;
 - c) Removed project site signs which identified him, or alternatively, amended such project signs by removing his identity; and
 - d) Confirmed that he will not refer to himself as an architect and that he will not practise architecture or offer to provide architectural services as defined by the *Architects Act*, until such time as he has been returned to the AIBC register.
- 3.4 Mr. Wolfe acknowledges and agrees that if he is removed from the register for failure to complete the requirements of this Agreement, or if he resigns from the register prior to completing all requirements, he may not apply for reinstatement until he has done so. Upon completion of all outstanding requirements, he may apply for reinstatement and will be subject to all applicable fees and requirements for reinstatement as stated in AIBC Bulletin 2.

4.0 COSTS

- 4.1 Mr. Wolfe agrees to pay costs for this consensual resolution, fixed at an amount of \$750, payable to the AIBC within 30 days following approval of this Agreement by the consensual resolution review panel.
- 4.2 The parties acknowledge that costs are not intended as a punitive measure reflecting the conduct that is the subject of this Agreement. The assessment of costs payable by Mr. Wolfe is an acknowledgement of the AIBC's partial costs resulting from the consensual resolution process, and is separate from the agreed-upon penalty.
- 4.3 The parties have referred to the AIBC's Consensual Resolution Costs Guidelines in agreeing on the amount of costs.

5.0 PUBLICATION

- 5.1 This Agreement, including the attached Schedule, shall be published by the AIBC including website publication and distribution to all registrants of the AIBC, in a manner that the AIBC deems fit in the public interest
- 5.2 In the event Mr. Wolfe is removed from the register for non-compliance with this Agreement, the AIBC may notify the public, registrants, and other interested parties where appropriate.

6.0 ACKNOWLEDGEMENT

This Agreement may be executed and delivered in one or more counterparts, whether by facsimile transmission or other electronic means, with the same effect as if all parties had signed and delivered the same document and all counterparts.

Mr. Wolfe acknowledges that he has been given adequate opportunity to seek legal or other professional advice with respect to the negotiation, execution and consequences of this Agreement and has taken such advice or freely elected not to do so.

The facts and terms of this Consensual Resolution Agreement are acknowledged and agreed to by Ray Wolfe Architect AIBC and the AIBC, represented by Mark Vernon, CPA, CA, CPA (IL), CEO.

Approved by the Consensual Resolution Review Panel on September 10, 2021.

SCHEDULE – REASONS FOR PENALTY TO CONSENSUAL RESOLUTION AGREEMENT BETWEEN

RAY WOLFE ARCHITECT AIBC
AND
THE ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA

1.0 REASONS FOR PENALTY

- 1.1 Ray Wolfe and the AIBC agree that, in light of the agreed facts and admissions, the proposed penalty is proportionate, fair, and consistent with the public interest. A detailed analysis follows.

A. The Public Interest and Principles of Sentencing (Sanctions)

- 1.2 Consensual resolution of AIBC disciplinary matters operates pursuant to section 51.1 of the *Architects Act* and AIBC Bylaws 36.0 through 36.22. The proposed admissions and disciplinary action do not take effect unless the Agreement is approved by the consensual resolution review panel.
- 1.3 Under the process established by the *Act*, the consensual resolution review panel has a very important task: to review proposed disciplinary agreements in the public interest.
- 1.4 The role of a reviewing panel was discussed in *Law Society of BC v. Rai*, 2011 LSBC 2. In that case, a panel was considering an agreement between a lawyer and the regulator on agreed facts and disciplinary action. The panel conducted an analysis of its role in determining whether to accept the agreement as proposed. The discussion in that case is relevant to the AIBC's process. The panel stated:

[6] This proceeding operates (in part) under Rule 4-22 of the Law Society Rules. That provision allows for the Discipline Committee of the Law Society and the Respondent to agree that professional misconduct took place and agree to a specific disciplinary action, including costs. This provision is to facilitate settlements, by providing a degree of certainty. However, the conditional admission provisions have a safeguard. The proposed admission and disciplinary action do not take effect until they are “accepted” by a hearing panel.

[7] The Panel must be satisfied that the proposed admission on the substantive matter is appropriate. In most cases, this will not be a problem. The Panel must also be satisfied that the proposed disciplinary action is “acceptable”. What does that mean? This Panel believes that a

disciplinary action is acceptable if it is within the range of a fair and reasonable disciplinary action in all the circumstances. The Panel thus has a limited role. The question the Panel has to ask itself is, not whether it would have imposed exactly the same disciplinary action, but rather, “Is the proposed disciplinary action within the range of a fair and reasonable disciplinary action?”

[8] This approach... protects the public by ensuring that the proposed disciplinary action is within the range of fair and reasonable disciplinary actions. In other words, a degree of deference should be given to the parties to craft a disciplinary action. However, if the disciplinary action is outside of the range of what is fair and reasonable in the circumstances, then the Panel should reject the proposed disciplinary action in the public interest.

[Emphasis added]

- 1.5 As stated above in *Rai*, it is important to note that there will be a *range* of fair and reasonable outcomes in any particular file. The complexity of sentencing does not admit to only one appropriate outcome.
- 1.6 This principle was well-articulated in the case of *Peet v. The Law Society of Saskatchewan*, 2014 SKCA 109 where the Chief Justice wrote for a unanimous panel of the Court of Appeal:

[84] All of this is significant because sentencing of any sort, including sentencing for professional misconduct, is a difficult business. There is no single “right answer”. This is so because the sentencing authority must consider, balance, and reconcile a number of different considerations...

- 1.7 The parties submit that the penalty proposed in this case appropriately balances the mitigating and aggravating factors, and is consistent with previous decisions and the public interest in professional disciplinary matters.

B. *Ogilvie* Factors

- 1.8 In determining an appropriate penalty, professional regulatory bodies in B.C. have often referred to the factors considered in the case of *Law Society of British Columbia v. Ogilvie* [1999] LSBC 17 (known as the “*Ogilvie* Factors”).
- 1.9 This involves an assessment of whether the *Ogilvie* Factors apply and if so, whether they are aggravating or mitigating. The *Ogilvie* Factors include the following:
 - (a) the nature and gravity of the conduct proven;
 - (b) the age and experience of the respondent;
 - (c) the previous character of the respondent, including details of prior discipline;
 - (d) the impact upon the victim;
 - (e) the advantage gained, or to be gained, by the respondent;
 - (f) the number of times the offending conduct occurred;

- (g) whether the respondent has acknowledged the misconduct and taken steps to disclose and redress the wrong and the presence or absence of other mitigating circumstances;
 - (h) the possibility of remediating or rehabilitating the respondent;
 - (i) the impact upon the respondent of criminal or other sanctions or penalties;
 - (j) the impact of the proposed penalty on the respondent;
 - (k) the need for specific and general deterrence;
 - (l) the need to ensure the public's confidence in the integrity of the profession; and
 - (m) the range of penalties in similar cases.
- 1.10 The *Ogilvie* Factors were subsequently consolidated and streamlined in the case of *Edward Dent (Re)*, 2016 LSBC 5. In that case the hearing panel acknowledged that the *Ogilvie* Factors are not all applicable in every case, and will overlap in many cases.
- 1.11 The panel in *Dent* consolidated the *Ogilvie* Factors into four broad categories:
- (a) Nature, gravity and consequences of conduct;
 - (b) Character and professional conduct record of the respondent;
 - (c) Acknowledgment of the misconduct and remedial action; and
 - (d) Public confidence in the profession, including public confidence in the disciplinary process.
- 1.12 Since the decision was issued in *Dent*, the consolidated framework (informed by the complete list from *Ogilvie*) has become the preferred approach in Law Society disciplinary proceedings. However, the jurisprudence acknowledges that the simplified approach may not be appropriate in every case. For example, the Law Society returned to the full *Ogilvie* analysis in a case that was “very difficult” [and] “unlike any previous discipline hearing”: *Sabota (Re)*, 2017 LSBC 18. The AIBC has also employed it in a recent case that was novel and complex.
- 1.13 The parties agree that the consolidated *Ogilvie* Factors are appropriate in this case. They are reviewed in detail below.
- (a) The nature, gravity and consequences of the conduct**
- 1.14 The allegation against Mr. Wolfe is of a moderately serious nature.
- 1.15 The failure to clearly and accurately attribute the projects and the awards to Stantec in the New Résumé Book demonstrates Mr. Wolfe's lack of knowledge. This in turn results in concern and confusion about the accuracy and credibility of the architectural services performed by Stantec in those projects.
- 1.16 Consequently, the impression imposed on those reviewing the New Résumé Book and the prominent use of Thinkspace's branding over Stantec's branding is that the projects and work depicted are associated with Thinkspace and Mr. Wolfe, when in fact it was Stantec who were the correct authors.

(b) Character and professional conduct record of the respondent

- 1.17 Mr. Wolfe is 50 years old. He has been registered as an architect with the AIBC since July 14, 2008.
- 1.18 Mr. Wolfe has no professional conduct record with the AIBC.

(c) Acknowledgement of the misconduct and remedial action

- 1.19 Mr. Wolfe removed the link to the New Résumé Book on Thinkspace's website promptly after receiving notification from Stantec, and has not linked it to Thinkspace's news website or distributed it since that time.
- 1.20 He also took steps to contact AIBC practice advisors after receiving notice from Stantec, in order to educate himself on the proper attribution process.
- 1.21 Mr. Wolfe explained that 12 years had passed since he had prepared a résumé in a different work place and that after speaking with the AIBC practice advisor, he acknowledged he had not provided proper attribution and needed to provide more clarity and completeness in the New Résumé Book.
- 1.22 Mr. Wolfe's participation in the consensual resolution process and the admission he makes in the Agreement indicates he has acknowledged his misconduct. This acknowledgment suggests that the concerns arising in this matter have been brought to his attention in a meaningful way.

(d) Public confidence in the profession, including public confidence in the disciplinary process

- 1.23 This involves an analysis of whether there is sufficient specific or general deterrence in the proposed disciplinary action, whether the proposed disciplinary action upholds the public's confidence in the AIBC's ability to regulate its members in the public interest, and whether the proposed disciplinary action is appropriate when compared to similar cases
- 1.24 'Specific deterrence' means deterring the respondent from repeating the conduct in question. Going forward in this case, it is likely that Mr. Wolfe will be careful to ensure that he provides proper attribution credit to previous firms with whom he was employed for projects on which he worked or led.
- 1.25 'General deterrence' is a sentencing objective promoting reduction of improper conduct in the community by the example, message, or influence established by the penalty in the present matter. The proposed penalties in this Agreement will serve to caution and remind architects of the importance of compliance with the *Act*, the AIBC Bylaws, and council rulings.
- 1.26 The public has the right to expect that architects will know and comply with all applicable professional standards. The public also has the right to expect that the AIBC will address instances of misconduct by its members through a process that is fair, proportionate, and consistent.

- 1.27 While no two files are identical, the following AIBC precedents demonstrate the penalties and sanctions that have been imposed in files where similar conduct was at issue.
- 1.28 In AIBC File No. 09.05 the registrant had an agreement with a client for the development of resorts. After his services were concluded, he signed a release permitting the materials he prepared to be used by the client for their general development purposes. Approximately six years later he came across a resort website and because of the similarities in location and concept he genuinely believed the designs of these resorts was his work and added them to his portfolio. In actuality the designs were not his work and after receiving the complaint he immediately removed all reference to the designs from his résumé and advertising materials and apologized for his actions and any embarrassment caused to the true author. The registrant had significant experience and no prior professional conduct record. The matter resolved by way of consensual resolution and a penalty of a reprimand as well as publication of the consensual resolution.
- 1.29 In AIBC File No. 13.11, a former employee of an architectural firm left to start his own business, at which time he had been a registered architect for three years. Following an unsuccessful attempt to get the former firm's consent to use images of projects he had worked on for his new firm's website, the former employee used a number of images and failed to provide clear and accurate project attribution to those projects on the website. Following receipt of the complaint and the ensuing investigation, the architect took down his website. He further acknowledged that while unintentional, the manner in which he had posted the information created a situation where the attribution for certain projects was unclear. The matter was resolved by way of consensual resolution whereby the architect received a reprimand and the consensual resolution agreement was published to AIBC members.
- 1.30 In AIBC File No. 04.11, an architectural firm displayed images on the firm's website of architectural work done by the firm's principles while at other firms without proper accreditation in breach of Bylaw 32.2. The architects in this case advised they did not intentionally mean to mislead as the website was still under construction when the images were posted. Their other marketing materials had used the same images with the proper credit given. Further, upon being given notice of the complaint, the firm took down the website, apologized to the complainant and reconstructed the site with the proper credit. The matter was resolved by way of consensual resolution and the architects received a reprimand and the consensual resolution was published to AIBC members.
- 1.31 In AIBC File Nos. 02.14 and 02.16 the complaint was that the architects failed to give appropriate credit for projects undertaken with or by other firms on the architects' website. More specifically, the company's website did not list sufficient information for some of the projects it illustrated, failing to provide proper attribution to predecessor firms in breach of Bylaw 32.2. The two architects noted they acted under the belief that as the principles of a continuing partnership, they were entitled to illustrate historical projects as examples of collective past experience. They did not intend to deliberately mislead visitors to their website as to project attribution. Upon being given notice of the complaint, the firm shut down its website and reconstructed the site to give proper credit. The matter was resolved by way of consensual resolution and each of the architects received a reprimand and the consensual resolution was published to AIBC members.

- 1.32 In AIBC File No. 01.10, following consensual resolution, an architect was given a reprimand for improper attribution of projects in a proposal. The architect's proposal for services on a project included photos and plans that did not accurately represent the architect's scope of responsibility or provide appropriate credit to the firms involved. The architect's résumé did include a section indicating the time spent with different firms and a description of involvement of projects. It would have required a diligent reader, looking at the entire package to cross-index sections to determine the architect's role in each project illustrated.
- 1.33 While the aforementioned cases are for similar conduct and result in the same charge as in this case, it is submitted Mr. Wolfe's case has aggravating factors that support a higher penalty to include a fine in the amount of \$2,000.
- 1.34 In this case, given the similarities in the layout and presentation of the Old Résumé Book and the New Résumé Book, and because Stantec's branding and logo had been replaced by that of Thinkspace's, it was of even greater importance for Mr. Wolfe to have provided clear, accurate and complete attribution credit to Stantec as the true author firm of the projects contained.
- 1.35 Mr. Wolfe's failure to give and take proper credit for projects he worked on while employed by Stantec, amounts to confusion and misrepresentation to clients, potential clients, local governments, media and other members of the public reading the New Résumé Book. His failure to do so is of particular significance since he was given notice of it by Stantec before he left.
- 1.36 Mr. Wolfe is an experienced and seasoned architect who had attained the position of a principal at Stantec. It is submitted that if he was uncertain on how to prepare a résumé, because it had been 12 years since he had last prepared one, he ought to have consulted with his peers or AIBC practice advisors, before he created the New Résumé Book and linked it to the news page of Thinkspace's website.
- 1.37 As noted in *Peet* above, there will rarely, if ever, be only one single appropriate outcome in a professional disciplinary file.
- 1.38 Mr. Wolfe and the AIBC submit that, based on the cases above, and upon a careful review of the consolidated *Ogilvie* Factors, the proposed penalty is fair and consistent with the range of sanctions that have been imposed for similar conduct in the past.

2.0 PUBLICATION

- 2.1 This Agreement will be published as required by AIBC Bylaw 36.20, including website publication for a period of six months and distribution to members and other registrants of the AIBC.
- 2.2 Publication helps fulfill the important transparency expectation that the public has of professional regulators and enhances the public's confidence in the integrity of the profession as a self-regulated entity. Publication to members and other registrants acts as a further deterrent and as an educational message with respect to ethical and professional conduct matters.

3.0 ACKNOWLEDGEMENT

This Schedule may be executed and delivered in one or more counterparts, whether by facsimile transmission or other electronic means, with the same effect as if all parties had signed and delivered the same document and all counterparts.

Mr. Wolfe acknowledges that he has been given adequate opportunity to seek legal or other professional advice with respect to the negotiation, execution and consequences of this Schedule and has taken such advice or freely elected not to do so.

The facts and terms of this Schedule – Reasons for Penalty to Consensual Resolution Agreement are acknowledged and agreed to by Ray Wolfe Architect AIBC and the AIBC, represented by Mark Vernon, CPA, CA, CPA (IL), CEO.

For further information on the AIBC's consensual resolution process, please contact Meagan Sands, Paralegal, Manager Regulatory Compliance at msands@aicbc.ca.