

COMMONWEALTH OF KENTUCKY
BOARD OF EXAMINERS OF PSYCHOLOGY
AGENCY CASE NO. 14-192
ADMINISTRATIVE ACTION NO. 16-KBEP-0093

COMMONWEALTH OF KENTUCKY,
BOARD OF EXAMINERS OF PSYCHOLOGY

COMPLAINANT

V.

KAVEH ZAMANIAN, PH.D.
(LICENSED PSYCHOLOGIST NO. 1520)

RESPONDENT

SETTLEMENT AGREEMENT, RELEASE, AND FINAL ORDER

This Settlement Agreement (the "Agreement") is made, by and among the Kentucky Board of Examiners of Psychology (the "Board") and Kaveh Zamanian ("Respondent").

Witnesseth

Whereas, the Respondent is a licensed Psychologist in the Commonwealth of Kentucky, having been issued License No. 1520;

Whereas, pursuant to KRS Chapter 319.082, the Board is authorized to take disciplinary action against any license or certificate holder. For the purpose of this Agreed Order, the Respondent acknowledges that the Board could find that he engaged in conduct which may allow the Board to take disciplinary action under KRS 319.082 and KRS 319.092;

Whereas, on May 13, 2013, the Respondent was appointed by Judge Dolly Berry of the Commonwealth of Kentucky, Jefferson Family Court to perform a custodial evaluation of the minor child of Julie Gerstencker and Matthew Chapman;

Whereas, the purpose of the custodial evaluation was to recommend whether it was in the best interest of the minor child to relocate with the natural mother to Birmingham, Alabama;

Whereas, during the period in question, Bradley Boivin was an intern at the Respondent's practice. The Respondent served as Boivin's supervisor for the court-ordered evaluation;

Whereas, as part of the custodial evaluation process, Boivin conducted two (2) home observations;

Whereas, the Respondent was not present during the home observations;

Whereas, Boivin wrote a summary of each home observation;

Whereas, during the custodial evaluation process, the Respondent had over 20 hours of face-to-face and collateral contact with the parties, as stated in his report;

Whereas, information from Boivin's home observations was incorporated into the Respondent's report;

Whereas, the Respondent admits that, while the parties and the Family Court were aware of Boivin's involvement in completing and summarizing the home observations, the Respondent's report did not specifically state that Boivin assisted him during the custodial evaluation process or acknowledge that Boivin conducted the home observations;

Whereas, the Parties mutually desire to settle the issues in an expeditious manner, without the need for a formal hearing; and

Whereas, the Respondent has had the opportunity at all times to seek advice from competent counsel of choice, and no coercion has been exerted upon the Respondent, nor have any promises been made other than those reflected in this Settlement Agreement; and

Whereas, the Respondent freely and voluntarily enters into this Settlement Agreement, motivated by a desire to resolve the issues addressed herein, and the Respondent has executed

this Settlement Agreement only after a careful reading of it and a full understanding of all of its terms.

Costs

The Parties shall bear their own litigation expenses.

Terms of Agreement

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. By entering into this Agreement, the Respondent recognizes that if this matter was to go to an administrative hearing, the Board may have sufficient evidence to sustain a disciplinary action against him. Nevertheless, he desires to settle the matter in an expeditious manner without resorting to a disciplinary hearing, and in doing so, he does not admit to, and expressly denies, any wrongdoing or liability.

2. The Respondent agrees to accept an Administrative Reprimand to be issued by the Board to resolve the matter of Agency Case No. 14-192, Administrative Action No. 16-KBEP-0093.

3. The Board agrees to issue an Administrative Reprimand and not seek any additional disciplinary action against the Respondent based on the factual allegations enumerated in the Notice of Administrative Hearing and Administrative Complaint issued in the matter of Agency No. 14-192, Administrative Action No. 16-KBEP-0093.

4. The Parties agree to execute all documents necessary to settle and dismiss Board Agency No. 14-192, Administrative Action No. 16-KBEP-0093.

5. The Respondent expressly understands failure to comply with and complete all terms of this Settlement Agreement shall constitute failure to comply with an Order of the Board under KRS 335.540(1)(f) for which the Board may impose additional penalties available under law after notice and opportunity to be heard.

6. The Parties agree to take all actions necessary that would cause the conditions and obligations under this Agreement to become effective upon the date of this Agreement, or, in the event that additional documents may need to be executed after the date of this Agreement, the Parties agree to cooperate with each other and execute such additional documents to effectuate the purposes as stated herein.

7. Each of the Parties represents and warrants to the other that they have taken all requisite action to authorize the execution, delivery and performance of its obligations hereunder, and that each Party has all requisite power and authority to enter into this Agreement and to effectuate the purposes herein and that the Agreement will in fact be legally binding and will constitute the valid and legally binding obligation of each Party and will be enforceable against each Party in accordance with the respective terms hereof.

8. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, in accordance with the laws of the Commonwealth of Kentucky without reference to its choice of law rules. Any dispute arising hereunder shall be settled by a state court of appropriate jurisdiction in Franklin County, Kentucky. The Parties irrevocably consent to the personal jurisdiction and venue of such court. The Parties agree that any such litigation shall be by bench trial only, each of the Parties irrevocably waiving their right to jury trial in any dispute arising hereunder.

9. This Agreement may not be modified except by a written agreement signed by all Parties.

10. The Parties represent, agree, and acknowledge that they have read this Agreement in its entirety and fully understand and agree to its terms.

Release of Liability

In consideration of execution of this Settlement Agreement, the Respondent, the Respondent's executors, administrators, successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, the Board of Examiners of Psychology, and the Kentucky Attorney General, and each of their members, agents and employees in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have or claim to have against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this settlement or its administration.

Acceptance by the Board

This Settlement Agreement, when executed by the Respondent, shall be presented to the Kentucky Board of Examiners of Psychology with a recommendation for approval from the Board's counsel and case manager at the next regularly scheduled meeting of the Board following receipt of the executed Agreement. The Settlement Agreement shall not become effective until it has been approved by a majority of the Board and endorsed by the Chair of the Board.

The Respondent understands the Board is free to accept or reject this Settlement Agreement. The Respondent hereby agrees to waive any rights he might have to challenge,

based solely on the presentation of this Settlement Agreement to the Board, the impartiality of the Board to hear this administrative action if, after review by the Board, this Settlement Agreement is rejected.

If the Settlement Agreement is not accepted by the Board, it shall be regarded as null and void. Representations and/or admissions by the Respondent in the Settlement Agreement, or other settlement proposals, will not be regarded as evidence against the Respondent at any subsequent disciplinary hearing. The Respondent will be free to defend and no inferences against the Respondent will be made from the willingness to have entered into this Settlement Agreement.

Open Records

The Respondent acknowledges this Settlement Agreement is subject to disclosure under the Kentucky Open Records Act, may be reportable under federal law, and may be shared with any professional organization or licensing board as the Board deems appropriate in its discretion.

Complete Agreement

This Settlement Agreement, Release, Final Order consists of eleven (11) pages including the Certificate of Service, which embodies the entire agreement between the Board and the Respondent. It may not be altered, amended or modified without the express written consent of both Parties.

Effective Date

The effective date of this Settlement Agreement, Release, and Final Order shall be the date it is accepted by the Board and signed by the Chairperson of the Board.

Findings of Facts, Conclusions of Law, and Final Order

This matter is before the Board of Examiners of Psychology from the Settlement Agreement, Release and Final Order. Pursuant to KRS 13B.110(5), after having reviewed the administrative record, and the terms of the Settlement Agreement, Release and Final Order, the Board makes the following findings:

1. The Respondent is a licensed Psychologist in the Commonwealth of Kentucky, having been issued License No. 1520.
2. Pursuant to KRS Chapter 319.082, the Board is authorized to take disciplinary action against any license or certificate holder. For the purpose of this Agreed Order, the Respondent acknowledges that the Board could find that he engaged in conduct which may allow the Board to take disciplinary action under KRS 319.082 and KRS 319.092.
3. On May 13, 2013, the Respondent was appointed by Judge Dolly Berry of the Commonwealth of Kentucky, Jefferson Family Court to perform a custodial evaluation of the minor child of Julie Gerstencker and Matthew Chapman.
4. The purpose of the custodial evaluation was to recommend whether it was in the best interest of the minor child to relocate with the natural mother to Birmingham, Alabama.
5. During the period in question, Bradley Boivin was an intern at the Respondent's practice. The Respondent served as Boivin's supervisor for the court-ordered evaluation.
6. As part of the custodial evaluation process, Boivin conducted two (2) home observations.
7. Information from Boivin's home observations was incorporated into the Respondent's report.

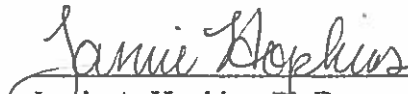
8. While the parties and the Family Court were aware of Boivin's involvement in completing and summarizing the home observations, the Respondent's report did not specifically state that Boivin assisted him during the custodial evaluation process or acknowledge that Boivin conducted the home observations.

9. During the custodial evaluation process, the Respondent had over 20 hours of face-to-face and collateral contact with the parties, as stated in his report.

IT IS HEREBY ORDERED THAT the Board shall issue this Administrative Reprimand to the Respondent, Kaveh Zamanian, to resolve the above-styled matter.


This is a final and appealable order. Pursuant to KRS 13B.140(1), a party may institute an appeal of this Final Order by filing a petition in the appropriate court of venue within thirty (30) days after the Final Order is mailed or delivered by personal service.

SO ORDERED this 3 day of November, 2016.




Jamie A. Hopkins, Ph.D.
Chairperson
Kentucky Board of Examiners of Psychology

Reviewed and Agreed to by:




Brian T. Judy
Assistant Attorney General
Office of the Attorney General
700 Capitol Avenue, suite 118
Frankfort, Kentucky 40601
Counsel for the Board

Date: 11/3/16



Kavel Zamanian
Respondent

Date: 11/1/2016



Louis I. Waterman
Aaron J. Silletto
Counsel for Respondent

Date: 11/2/2016

CERTIFICATE OF SERVICE

I hereby certify that a copy of the SETTLEMENT AGREEMENT, RELEASE,
FINAL ORDER was sent on this 1st day of December, 2016, to:

Certified Mail, Return Receipt Requested, to:

Kaveh Zamanian, Ph.D.
6520 Glenridge Place
Suite #1
Louisville, Kentucky 40222
Respondent

U.S. Mail., first class and postage prepaid, to:

Louis I. Waterman
Goldberg Simpson, LLC
200 South Fifth Street
Suite 700N
Louisville, Kentucky 40202
Counsel for Respondent

Messenger Mail to:

Hon. James Dickinson
Office of the Attorney General
Division of Administrative Hearings
1024 Capital Center Drive, Suite 200
Frankfort, Kentucky 40601-8204

Brian T. Judy
Assistant Attorney General
Office of the Attorney General
700 Capitol Ave., Ste. 118
Frankfort KY 40601

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Board Administrator
Kentucky Board of Examiners of
Psychology