BEFORE THE
BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the First Amended Accusation against: DIPLIP MULCHAND KHATRI 644 Sky Pointe Drive 140-299 Las Vegas, NV 89131 Civil Engineer License, No. C 40833 Structural Engineer License, No. S 4391, Respondent.	)	Case No. 964-A

DECISION

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Board for Professional Engineers, Land Surveyors, and Geologists as its Decision in the above-entitled matter.

This Decision shall become effective on January 4, 2017.

IT IS SO ORDERED December 8, 2016.

Original Signed

BOARD FOR PROFESSIONAL ENGINEERS,
LAND SURVEYORS, AND GEOLOGISTS
Department of Consumer Affairs
State of California

KAMALA D. HARRIS
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LINDA L. SUN
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BEFORE THE
BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation Against: **DILIP MULCHAND KHATRI** **3579 East Foothill Blvd., #736** **Pasadena, CA 91107** **Civil Engineer License No. C 40833** **Structural Engineer License No. S 4391** Respondent.	Case No. 964-A OAH No. 2015070464 **STIPULATED SETTLEMENT AND DISCIPLINARY ORDER**

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-entitled proceedings that the following matters are true:

PARTIES

1. Richard B. Moore, PLS (Complainant) is the Executive Officer of the Board for Professional Engineers, Land Surveyors, and Geologists (Board). He brought this action solely in his official capacity and is represented in this matter by Kamala D. Harris, Attorney General of the State of California, by Antonio Lopez, Jr., Deputy Attorney General.

2. Respondent Dilip Mulchand Khatri (Respondent) is represented by attorney Ryan J. Kohler, whose address is: 1100 El Centro Street, South Pasadena, CA 91030.

3. On or about August 1, 1986, the Board issued Civil Engineer License No. C 40833 to Dilip Mulchand Khatri (Respondent). The Civil Engineer License was in full force and effect at all times relevant to the charges brought in First Amended Accusation No. 964-A, and will expire on March 31, 2017, unless renewed.

4. On or about February 25, 1998, the Board issued Structural Engineer License No. S 4391 to Dilip Mulchand Khatri (Respondent). The Structural Engineer License was in full force and effect at all time relevant to the charges brought in First Amended Accusation No. 964-A, and will expire on March 31, 2017, unless renewed.

JURISDICTION

5. First Amended Accusation No. 964-A was filed before the Board, and is currently pending against Respondent. The First Amended Accusation and all other statutorily required documents were properly served on Respondent on May 12, 2014. Respondent timely filed his Notice of Defense contesting the First Amended Accusation.

6. A copy of First Amended Accusation No. 964-A is attached as exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

7. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in First Amended Accusation No. 964-A. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

8. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the First Amended Accusation; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

9. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

CULPABILITY

10. Respondent understands and agrees that the charges and allegations in First Amended Accusation No. 964-A, if proven at a hearing, constitute cause for imposing discipline upon his Civil Engineer License as well as for his Structural Engineer License.

11. Respondent understands that by signing this stipulation he enables the Board to issue an order setting forth the probationary terms below without further process.

12. Respondent agrees that his Civil Engineer and Structural Engineer Licenses are both subject to discipline and he agrees to be bound by the Board's probationary terms as set forth in the Disciplinary Order below.

CONTINGENCY

13. This stipulation shall be subject to approval by the Board for Professional Engineers, Land Surveyors, and Geologists. Respondent understands and agrees that counsel for Complainant and the staff of the Board for Professional Engineers, Land Surveyors, and Geologists may communicate directly with the Board regarding this stipulation and settlement, without notice to or participation by Respondent or his counsel. By signing the stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Board shall not be disqualified from further action by having considered this matter.

14. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals.

15. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement.

It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

16. In consideration of the foregoing admissions and stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Civil Engineer License No. C 40833 and Structural Engineer License No. S 4391, issued to Respondent Dilip Mulchand Khatri are revoked. However, the revocation is stayed and Respondent is placed on probation for two and one half (2.5) years on the following terms and conditions.

1. **Obey All Laws.** The Respondent shall obey all laws and regulations related to the practices of professional engineering and professional land surveying.

2. **Submit Reports.** The Respondent shall submit reports as the Board may require.

3. **Tolling of Probation.** The period of probation shall be tolled during the time the Respondent is practicing exclusively outside the state of California. If, during the period of probation, the Respondent practices exclusively outside the state of California, the Respondent shall immediately notify the Board in writing.

4. **Violation of Probation.** If the Respondent violates the probationary conditions in any respect, the Board, after giving the Respondent notice and the opportunity to be heard, may vacate the stay and reinstate the disciplinary order which was stayed. If, during the period of probation, an accusation or petition to vacate stay is filed against the Respondent, or if the matter has been submitted to the Office of the Attorney General for the filing of such, the Board shall have continuing jurisdiction until all matters are final, and the period of probation shall be extended until all matters are final.

5. **Completion of Probation.** Upon successful completion of all of the probationary conditions and the expiration of the period of probation, the Respondent's license shall be

unconditionally restored.

6. **Examination.** Within 60 days of the effective date of the decision, the Respondent shall successfully complete and pass the California Laws and Board Rules examination, as administered by the Board.

7. **Ethics Course.** Within two (2) years from the effective date of the decision, Respondent must successfully complete and pass a course in professional ethics, approved in advance by the Board or its designee.

8. **Notification.** Within 30 days of the effective date of the decision, Respondent shall provide the Board with evidence that he has provided all persons or entities in the State of California with whom he has a contractual or employment relationship in the area of practice of professional engineering in which the violation occurred with a copy of the decision and order of the Board and shall provide the Board with the name and business address of each person or entity required to be so notified. During the period of probation, the Respondent may be required to provide the same notification of each new person or entity in the State of California with whom he has a contractual or employment relationship such that the relationship is in the area of practice of professional engineering in which the violation occurred and shall report to the Board the name and address of each person or entity so notified.

9. **College Level Courses.** Within two (2) years of the effective date of the decision, Respondent shall successfully complete and pass two (2) college-level civil/structural engineering courses, which must be related to the areas of violation alleged in the Accusation. Said courses shall be approved in advance by the Board or its designee. Respondent shall provide the Board with official proof of completion of the requisite courses. For purposes of this condition, "college-level course" shall mean a course offered by a community college or a four-year university of three semester units or the equivalent; it does not include seminars.

10. **Restitution.** Within two (2) years of the effective date of the decision, Respondent shall pay restitution in the amount of $3,100.00 to Maria Lices Ramirez-Medina. Respondent shall provide verifiable proof to the Board that restitution has been paid as ordered.

ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Ryan J. Kohler. I understand the stipulation and the effect it will have on my Civil Engineer License and Structural Engineer License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Board for Professional Engineers, Land Surveyors, and Geologists.

DATED: 9/20/16

Original Signed

DILIP MULCHAND KHATRI
Respondent

I have read and fully discussed with Respondent Dilip Mulchand Khatri the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: 9/20/16

Original Signed

RYAN J. KOHLER ESQ.
Attorney for Respondent

ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Board for Professional Engineers, Land Surveyors, and Geologists.

Dated: 9/22/16

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
LINDA L. SUN
Supervising Deputy Attorney General

Original Signed

ANTONIO LOPEZ, JR.
Deputy Attorney General
Attorneys for Complainant

LA2013509080

Exhibit A

First Amended Accusation No. 964-A

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BEFORE THE
BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS AND GEOLOGISTS
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation Against: **DILIP MULCHAND KHATRI** **3579 East Foothill Boulevard #736** **Pasadena, CA 91107** Civil Engineer License No. C 40833 Structural Engineer License No. S 4391 Respondent.	Case No. 964-A **FIRST AMENDED ACCUSATION**

Complainant alleges:

PARTIES

1. Richard B. Moore ("Complainant") brings this Accusation solely in his official capacity as the Executive Officer of the Board for Professional Engineers, Land Surveyors, and Geologists, Department of Consumer Affairs.

2. On or about August 1, 1986, the Board for Professional Engineers, Land Surveyors, and Geologists, issued Civil Engineer License Number C 40833 to Dilip Mulchand Khatri ("Respondent"). On or about February 25, 2000, the Board for Professional Engineers, Land Surveyors, and Geologists, issued Structural Engineer License No. S 4391 to Respondent. Both licenses were in full force and effect at all times relevant to the charges brought herein and will expire on March 31, 2015, unless renewed.

JURISDICTION

3. This Accusation is brought before the Board for Professional Engineers, Land Surveyors, and Geologists, Department of Consumer Affairs ("Board"), under the authority of the following laws. All section references are to the Business and Professions Code unless otherwise indicated.

STATUTORY AND REGULATORY PROVISIONS

4. Section 6775 of the Code provides, in pertinent part,

"[T]he [B]oard may reprove, suspend for a period not to exceed two years, or revoke the certificate of any professional engineer licensed under this chapter . . . on any of the following grounds:

. . .

(b) Any deceit, misrepresentation, or fraud in his or her practice.

(c) Any negligence or incompetence in his or her practice.

(d) A breach or violation of a contract to provide professional engineering services.

. . .

(g) A violation in the course of the practice of professional engineering of a rule or regulation of unprofessional conduct adopted by the board.

(h) A violation of any provision of this chapter or any other law relating to or involving the practice of professional engineering."

5. Title 16, Section 404, subsection (dd) of the California Code of Regulations defines "negligence" as used in Code Section 6775 as "the failure of a licensee, in the practice of professional engineering or land surveying, to use the care ordinarily exercised in like cases by duly licensed professional engineers and land surveyors in good standing."

6. Title 16, Section 404, subdivision (u) of the California Code of Regulations defines "incompetence" as used in Code Section 6775 as "the lack of knowledge or ability in discharging professional obligations as a professional engineer or land surveyor."

7. California Code of Regulations, Title 16, Section 475 sets forth the Code of Professional Conduct for Professional Engineers ("Code of Professional Conduct"). It also

provides that a professional engineer's violation of this Code of Professional Conduct constitutes unprofessional conduct and is grounds for disciplinary action pursuant to Section 6775 of the Code.

8. California Code of Regulations, Title 16, section 475 (c) (3) states "a licensee shall not misrepresent his or her scope of responsibility in connection with projects or services for which the licensee is claiming credit."

9. California Code of Regulations, Title 16, section 475 (c) (11) states "a licensee shall not misrepresent data and/or its relative significance in any professional engineering report."

10. Subdivision (a) of the Code of Professional Conduct requires licensees to "provide professional services for a project in a manner that is consistent with the laws, codes, ordinances, rules, and regulations applicable to that project."

11. Section 6749 of the Code provides, in pertinent part:

"(a) A professional engineer shall use a written contract when contracting to provide professional engineering services to a client pursuant to this chapter. The written contract shall be executed by the professional engineer and the client, or his or her representative, prior to the professional engineer commencing work, unless the client knowingly states in writing that work may be commenced before the contract is executed. The written contract shall include, but not be limited to, all of the following:

(1) A description of the services to be provided to the client by the licensed land surveyor or registered civil engineer.

(2) A description of any basis of compensation applicable to the contract, and the method of payment agreed upon by the parties.

(3) The name, address, and license or certificate number of the licensed land surveyor or registered civil engineer, and the name and address of the client.

(4) A description of the procedure that the licensed land surveyor or registered civil engineer and the client will use to accommodate additional services.

(5) A description of the procedure to be used by any party to terminate the contract . . . ."

COST RECOVERY

12. Section 125.3 of the Code provides, in pertinent part, that the Board may request the administrative law judge to direct a licentiate found to have committed a violation or violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case.

RIVERSIDE DRIVE PROJECT

Site: 2322 Riverside Dr., Los Angeles, CA

13. On or about November 2004, M.R. entered into a written contract with Mr. Silvestre Reyes Pascual, Jr. (Pascual), a licensed engineer, regarding property located at 2322 Riverside Dr., in Los Angeles, CA. Pascual is also known as St. Andrews Structural Engineering. The contract was for the providing of engineering services at the Riverside Drive property.

14. The written agreement between Pascual and M.R. called for engineering services related to a proposed addition at a single family dwelling. Specifically, the contract provided for engineering services for a room addition on the first floor, new stairs, and the changing of footing and bearing walls. Included in the agreement were structural engineer inspection, evaluation, measurements and calculations.

15. One year after contracting for services, Pascual delivered the engineering reports and plans to M.R. Once construction began, several issues arose. A city inspection at the construction site did not pass inspection and a correction notice was issued. The correction notice stated that the project would need to go back to the plan check stage, as the A-B Slot Cuts would need to be revised to A-B-C Cuts. Additionally, the footing size of the retaining wall did not comply with the approved plans.

16. M.R. approached Pascual regarding the failed inspection and stated that, pursuant to their written contract, Pascual was responsible for providing engineering services in compliance with the Los Angeles Building Code. Pascual refused unless he was paid an additional $800.00 to make the corrections, and $450.00 for each subsequent city inspection. As these additional payments were not required under their contract, M.R. did not pay the additional sums requested and began searching for another engineer to take over the project.

17. As M.R. contacted potential engineers, copies of the engineering calculations were requested before the new engineer would agree to take on the job. Pascual refused to provide copies of the calculations and stated he had no obligation to provide them to anyone except the City of Los Angeles.

18. The details and allegations regarding the contract between M.R. and Silvestre Reyes Pascual is contained in Board Investigation No. 2007-01-010.

19. M.R. was able to contract with a new engineer, Dilip Mulchand Khatri, of Khatri International, Inc. (Respondent), to take over the project from Silvestre Reyes Pascual. M.R. and Dilip Mulchand Khatri entered into a written contract to provide engineering services.

20. The scope of the engineering services included performing onsite structural engineering observations to confirm compliance of construction and plans prepared by the former engineer, Silvestre Reyes Pascual. Respondent would also issue modifications to the original design plans and obtain approval for the modifications. Respondent would also provide onsite inspections.

21. Additional terms in the contract included a maximum of twenty (20) hours to be billed, as work progressed. Any change in the scope of services would require signed/approved change orders. Respondent would be required to visit the site at appropriate intervals during construction to become familiar with the progress and quality of the contractor's work and to determine if the work was proceeding in compliance with the contract documents. Furthermore, Respondent would work with the existing documents produced by former engineer Pascual to provide onsite assistance.

22. After Respondent began providing services based on this contract, issues arose as to a retaining wall on the property. A city inspection revealed structural problems requiring a new wall to be constructed. Subsequently, M.R. extended the original contract with Respondent to design a new front retaining wall. Respondent began work but only provided drafts of the drawings for the new retaining wall and the project was delayed for over two months. A subsequent city inspection revealed that the draft drawings still needed to go back to plan check and were insufficient.

23. An issue arose with discrepant invoices. Respondent issued two separate invoices, both bearing the same No. 06-0340. The first issuance of Invoice No. 06-0340 was dated 10/31/06 and identified 14 hours worked at $155/hour, but a retainer for $1000 that was already paid by M.R., was not credited from the total. When advised, Respondent issued a revised invoice, dated 11/1/06, which identified 17 hours worked at $155/hour and 1 hour at $55/hour, less the $1000 retainer. This new invoice, bearing the same number of 06-0340, totaled $620 more than would have been required by a correctly calculated initial invoice. Respondent failed to provide an appropriate explanation for the discrepancy between the two invoices.

24. During the construction phase of the project, an onsite observation by Respondent revealed cracking at the front CMU wall, which led him to conclude that reinforcement was necessary. Respondent presented a sketch for a suggested retrofit solution in "Memorandum 6" of the documents, but did not obtain approval from M.R. before proceeding with the retrofit design. Subsequently, Respondent represented in "Memorandum 8" that the additional work for the retrofit design to the wall has been requested by M.R. There is no documentation to support this claim. During the Board's investigation in this matter, Respondent represented that M.R. requested a significant change to the building's structural configuration with regard to the wall retrofit design. M.R. denies ever making this change request.

FIRST CAUSE FOR DISCIPLINE

(Negligence in the Practice of Civil Engineering)

25. Respondent is subject to disciplinary action under section 6775 (c) of the Code because he demonstrated a lack of knowledge of the applicable state and local statutes, regulations, and building codes and failed to use the care ordinarily exercised by licensed professional engineers, as follows:

26. Respondent engaged in negligence, defined in Title 16, Section 404, subdivision (w) as the failure to use the care ordinarily exercised in like cases by duly licensed professional engineers and land surveyors in good standing, in the following ways:

a. The new grade beam and pile footings that are calculated in "Memorandum 4" do not contain information as to where they are to be installed. The original designs, produced by

Silvestre Pascual, which were approved by building safety on 11/8/05, already show grade beams and pile footings at a retaining wall, at the new building wall, and at the deck extension. The purpose of the new grade beam and footings is not clear and no documentation has been submitted to identify the need for such. Nor are there adequate specifications as to the geometry and reinforcement of these piles. In addition to constituting negligence, this also constitutes a breach of contract as Respondent was not to proceed with additional services unless requested to do so and with a written change order.

b. If the grade beam described in paragraph (a) above applied at the residence wall, the design loads fail to include the dead and live load from both the residence floor and roof framing, nor does it include lateral loading from retained soil. If the grade beam applied at the retaining wall adjacent to the first floor, the design does not include soil bearing pressure due to the overturning effect of retained soil. Under either condition, the design does not meet the minimum requirements of the building code.

c. "Memorandum 6" shows a new grade beam foundation at an existing masonry retaining wall, but there are no calculations included to justify the design. "Soldier piles" are identified as a critical element of the design, but these are neither calculated nor detailed in this memorandum. Since structural calculations have not been provided with this document, it is unclear whether the foundation has been designed to properly transfer overturning forces on the wall to the supporting soil below.

d. For "Memorandum 6", the placement of the vertical dowels to transfer forces to the footing below from the masonry wall is not identified, and this is a key element to a successful system, as bars placed in the center of the wall will be less effective in resisting overturning forces than if the bars were placed close to the soil-side of the wall.

e. "Memorandum 6" states that the grade beam functions as a "fixed-fixed" beam, but "Memorandum 4" presents a similar grade beam design and identifies it to be "similarly-supported" at the ends. Sufficient evidence is not presented to suggest why these two grade beams would actually have different support conditions at each end.

f. Drawings produced by the Respondent do not identify the location of the project where the detailed grade beam and pile footings are to be installed. Reinforcement described on Drawing S-4 for the grade beam does not match what was identified in the calculations under "Memorandum 4". For example, 6 - #8 are required, but only 6 - #6 are identified on the drawings. Also, #5 ties are required every 12 inches, but only #5 ties every 18 inches are identified on the drawings.

SECOND CAUSE FOR DISCIPLINE

(Acts Constituting Deceit, Misrepresentation or Fraud)

27. Respondent is subject to disciplinary action under 6775 (b) of the Code because he committed acts constituting deceit, misrepresentation or fraud, as described below:

a. The discrepant invoices and Respondent's failure to explain the discrepancy, discussed in paragraph 23, constitutes deceit, misrepresentation or fraud.

b. Representing to the Board that M.R. requested a significant change to the building's structural configuration (Memorandum 8), in light of M.R.'s denial of making the request, as described in paragraph 24, constitutes deceit, misrepresentation or fraud.

BROTHERHOOD CRUSADE PROJECT

Site: 5300 S. Vermont Ave., Los Angeles

28. On or about January 21, 2004, Respondent Khatri entered into a written contract with Brotherhood Crusade, Inc., to provide structural engineering design and construction support services for the seismic retrofit and structural repair of a historic building, located at 5300 South Vermont Avenue in Los Angeles, California. This structure, listed as a Historic Structure by the California State Historic Preservation Office, had been damaged by the 1994 Northridge Earthquake.

29. The Brotherhood Crusade is the owner of the historic building. It is a non-profit corporation under the laws of the State of California. The contract for engineering services was entered into by Brotherhood Crusade and Khatri International, Inc.

30. The scope of the engineering services to be provided by Respondent was to perform a seismic retrofit of the facility named above and to comply with the City of Los Angeles Building

Code requirements. The project time frame was agreed to have a deadline date of December 31, 2005, for full completion. The completion date was later extended out to March 31, 2006.

31. Project hard costs were estimated at $1,922,735.00, with a construction fee set at 14 percent of direct hard costs. The maximum budget was set at $2,417,839.00.

32. The structure involved in this project, an unreinforced masonry wall building erected in 1901, was severely damaged in the 1994 Northridge Earthquake. Since the earthquake event, the owner struggled to find an engineer to provide proper seismic retrofit services. Respondent Khatri convinced the owner to enter into a contract for his services based on representations that his company's engineering methods and techniques were a unique seismic retrofit option and would solve their needs. Respondent represented that his unique "internal moment frame beam-column design" would upgrade the structure and bring it into modern and current building code requirements.

33. Between 2005 and 2007, Respondent failed to complete the seismic retrofit by the extended project deadlines, failed to complete the construction phase in a professional manner, and failed to comply with construction standards of the City of Los Angeles Department of Building and Safety. Respondent did not meet the standard of care typically exercised by structural engineers in similar circumstances.

THIRD CAUSE FOR DISCIPLINE

34. Respondent is subject to disciplinary action under section 6775 (c) of the Code because he demonstrated a lack of knowledge of the applicable state and local statutes, regulations, and building codes and failed to use the care ordinarily exercised by licensed professional engineers.

35. Respondent's actions constitute negligence both during the design and construction phase at the project site. Drawing S102, which is stamped and signed by Respondent, shows a new 10" thick concrete shear wall, but the wall was not incorporated into the structural retrofit three-dimensional building model. This omission would have the effect of redistributing applied seismic forces in a way that has not been intended by design.

36. During excavation for new grade beams, Respondent failed to provide appropriate construction-phase observation as required by a letter from the geotechnical engineer dated May 31, 2005. This letter required excavation using the ABC slot cut method. The report created by Coffman engineers (geotechnical engineer) states the required method was not used. Respondent also did not exercise diligence in assuring the implementation of the original geotechnical requirements or other shoring alternatives.

37. Drawing S507, which is stamped and signed by Respondent, required a slot of not greater than eight (8) feet, using the ABC slot cut method. A post-construction inspection by the geotechnical engineer revealed the ABC slot cut method had not been used, existing footings were excavated and undermined, and there was evidence of caving in the excavations. Respondent failed to ensure that the construction complied with the approved plans during construction phase observation.

38. Detail C2/S507 does not provide sufficient information to clearly identify the fastening of the pile to the grade beam, nor of the pile to the Cintec frame system. Respondent signed and stamped this drawing, indicating its state as "ready for construction". The detail fails to meet the requirements of California Building Code section 106.3.3.

FOURTH CAUSE FOR DISCIPLINE

39. Respondent is subject to disciplinary action under Code section 6775 (g) and Title 16, California Code of Regulations section 475 (c) (11), in that he committed an act of misrepresentation when he released an article for publication in a trade journal in May 2007.

40. In the trade journal article released in May 2007, Respondent wrote and published the following claim: "A unique approach to seismic retrofit has been completed in the City of Los Angeles." At the time of the article release date, the project had not been completed and in fact was never completed.

41. On July 27, 2006, Respondent informed the owner that his firm, Khatri International, Inc., had stopped all work on the project and that the building was left in an unsafe condition. Respondent's contract with Brotherhood Crusade was terminated in August 2006.

42. On September 5, 2006, Los Angeles City inspectors visited the site and determined the seismic retrofit work had stopped and the structural integrity of the building was compromised due to unfinished construction.

43. On January 28, 2008, Los Angeles City inspectors again visited the site and determined that seismic retrofit work had stopped and the structural integrity of the building was compromised due to unfinished construction.

FIFTH CAUSE FOR DISCIPLINE

44. Respondent is subject to disciplinary action under Code section 6775 (g) and Title 16, California Code of Regulations section 475 (c) (3), in that he committed an act of misrepresentation with regard to the scope of responsibility in an engineering project.

45. Respondent's website continued to reference the project as a "current project", even after the contract for work had been terminated in August 2006.

46. Respondent's website continued to reference Khatri International, Inc. as the structural engineer of record, even after the contract for work had been terminated.

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PRAYER

WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged, and that following the hearing, the Board for Professional Engineers, Land Surveyors, and Geologists, Department of Consumer Affairs, issue a decision:

1. Revoking or suspending Civil Engineer License Number C 40833 and Structural Engineer License Number S 4391 issued to Dilip Mulchand Khatri;

2. Ordering Dilip Mulchand Khatri to pay the Board the reasonable costs of the investigation and enforcement of this case, pursuant to Code section 125.3;

3. Taking such other and further action as deemed necessary and proper.

DATED: 4/21/14

Original Signed

Richard B. Moore
Executive Officer
Board for Professional Engineers, Land Surveyors and Geologists
State of California
Complainant