

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

In the Matter of the Accusation against: )  
)  
JANE ZHENG WANG ) Case No. 914-A  
1267 Crestpoint Drive )  
San Jose, CA 95131 )  
)  
Civil Engineer License No. C 56249, )  
)  
Respondents. )  
\_\_\_\_\_ )

**DECISION**

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

This Decision shall become effective on December 24, 2010.

IT IS SO ORDERED November 17, 2010.

*Original Signed*  
\_\_\_\_\_  
BOARD FOR PROFESSIONAL ENGINEERS  
AND LAND SURVEYORS  
Department of Consumer Affairs  
State of California

1 EDMUND G. BROWN JR.  
Attorney General of California  
2 FRANK H. PACOE  
Supervising Deputy Attorney General  
3 MICHAEL B. FRANKLIN  
Deputy Attorney General  
4 State Bar No. 136524  
455 Golden Gate Avenue, Suite 11000  
5 San Francisco, CA 94102-7004  
Telephone: (415) 703-5622  
6 Facsimile: (415) 703-5480

7 *Attorneys for Complainant*

8 **BEFORE THE**  
9 **BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS**  
10 **DEPARTMENT OF CONSUMER AFFAIRS**  
**STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

Case No. 914-A

12 **JANE ZHENG WANG**  
1267 Crestpoint Drive  
13 San Jose, CA 95131,

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

14 **Civil Engineer License No. C 56249**

15 Respondent.

16  
17 In the interest of a prompt and speedy settlement of this matter, consistent with the public  
18 interest and the responsibility of the Board for Professional Engineers and Land Surveyors of the  
19 Department of Consumer Affairs, the parties hereby agree to the following Stipulated Settlement  
20 and Disciplinary Order which will be submitted to the Board for approval and adoption as the  
21 final disposition of the Accusation.

22 PARTIES

23 1. David E. Brown (Complainant) is the Executive Officer of the Board for Professional  
24 Engineers and Land Surveyors. He brought this action solely in his official capacity and is  
25 represented in this matter by Edmund G. Brown Jr., Attorney General of the State of California,  
26 by Michael B. Franklin, Deputy Attorney General.

27 2. Respondent Jane Zheng Wang (Respondent) is representing herself in this proceeding  
28 and has chosen not to exercise her right to be represented by counsel.





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

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

8 **DISCIPLINARY ORDER**

9 IT IS HEREBY ORDERED that Civil Engineer License No. C 56249 issued to Respondent  
10 Jane Zheng Wang (Respondent) is revoked. However, the revocation is stayed and Respondent is  
11 placed on probation for two and one half (2 1/2) years on the following terms and conditions.

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

14 2. **Submit Reports.** The Respondent shall submit such special reports as the Board may  
15 require.

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

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

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

4           6.     **Cost Recovery.** The Respondent is hereby ordered to reimburse the Board the  
5 amount of \$1,000.00 within two years from the effective date of this decision for its investigative  
6 and prosecution costs. Reimbursements may be paid in installments. Failure to reimburse the  
7 Board's cost of its investigation and prosecution shall constitute a violation of the probation  
8 order, unless the Board agrees in writing to payment by an installment plan because of financial  
9 hardship.

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

13          8.     **Ethics Course.** Within two years of the effective date of the decision, the  
14 Respondent shall successfully complete and pass a course in professional ethics, approved in  
15 advance by the Board or its designee. Respondent shall provide the Board with official proof of  
16 completion of the requisite course.

17          9.     **Notification.** Within 30 days of the effective date of the decision, the Respondent  
18 shall provide the Board with evidence that she has provided all persons or entities with whom she  
19 has a contractual or employment relationship such that the relationship is in the area of practice of  
20 professional engineering and/or professional land surveying in which the violation occurred with  
21 a copy of the decision and order of the Board and shall provide the Board with the name and  
22 business address of each person or entity required to be so notified. During the period of  
23 probation, the Respondent may be required to provide the same notification of each new person  
24 or entity with whom she has a contractual or employment relationship such that the relationship is  
25 in the area of practice of professional engineering and/or land surveying in which the violation  
26 occurred and shall report to the Board the name and address of each person or entity so notified.

27          10.    **Take And Pass Examinations.** Within two years of the effective date of the  
28 decision, the Respondent shall successfully complete and pass, with a grade of "C" or better, two

1 "college-level course" shall mean a course offered by a community college or a four-year  
2 university of three semester units or the equivalent; "college-level course" does not include  
3 seminars. Respondent shall provide the Board with official proof of completion of the requisite  
4 courses.

5 ACCEPTANCE

6 I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the  
7 stipulation and the effect it will have on my Civil Engineer License. I enter into this Stipulated  
8 Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be  
9 bound by the Decision and Order of the Board for Professional Engineers and Land Surveyors.

10  
11 DATED: 9/23/10

*Original Signed*

JANE ZHENG WANG  
Respondent

12  
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14  
15 ENDORSEMENT

16 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully  
17 submitted for consideration by the Board for Professional Engineers and Land Surveyors of the  
18 Department of Consumer Affairs.

19  
20 Dated: 9/29/10

Respectfully Submitted,

EDMUND G. BROWN JR.  
Attorney General of California  
FRANK H. PACOE  
Supervising Deputy Attorney General

*Original Signed*

MICHAEL B. FRANKLIN  
Deputy Attorney General  
*Attorneys for Complainant*

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1 EDMUND G. BROWN JR.  
Attorney General of California  
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3 MICHAEL B. FRANKLIN  
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**BOARD FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS**  
9 **DEPARTMENT OF CONSUMER AFFAIRS**  
10 **STATE OF CALIFORNIA**

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12 In the Matter of the Accusation Against:

Case No. 914-A

13 **JANE ZHENG WANG**  
1267 Crestpoint Drive  
14 San Jose, CA 95131,

**A C C U S A T I O N**

15 **Civil Engineer License No. C 56249,**

16 Respondent.  
17

18 Complainant alleges:

19 **PARTIES**

20 1. David E. Brown (Complainant) brings this Accusation solely in his official capacity  
21 as the Executive Officer of the Board for Professional Engineers and Land Surveyors,  
22 Department of Consumer Affairs.

23 2. On or about July 26, 1996, the Board for Professional Engineers and Land Surveyors  
24 issued Civil Engineer License Number C 56249 to Jane Zheng Wang (Respondent). The Civil  
25 Engineer License was in full force and effect at all times relevant to the charges brought herein  
26 and will expire on December 31, 2010, unless renewed.

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1 **JURISDICTION**

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

5 4. Section 6775 of the Code states, in pertinent part, that "[T]he board may reprove,  
6 suspend for a period not to exceed two years, or revoke the certificate of any professional  
7 engineer registered under this chapter:

8 . . .

9 (c) Who has been found guilty by the board of negligence or incompetence in his or her  
10 practice.

11 (d) Who has been found guilty by the board of any breach or violation of a contract to  
12 provide professional engineering services.

13 . . .

14 (h) Who violates any provision of this chapter."

15 5. Section 6749 of the Code states:

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

22 (1) A description of the services to be provided to the client by the professional engineer.

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

25 (3) The name, address, and license or certificate number of the professional engineer, and  
26 the name and address of the client.

27 (4) A description of the procedure that the professional engineer and the client will use to  
28 accommodate additional services.

1 (5) A description of the procedure to be used by any party to terminate the contract.  
2 ... "

3 6. Section 6735 of the Code states:

4 "(a) All civil (including structural and geotechnical) engineering plans, calculations,  
5 specifications, and reports (hereinafter referred to as "documents") shall be prepared by, or  
6 under the responsible charge of, a registered civil engineer and shall include his or her name  
7 and license number. Interim documents shall include a notation as to the intended purpose  
8 of the document, such as "preliminary," "not for construction," "for plan check only," or  
9 "for review only." All civil engineering plans and specifications that are permitted or that  
10 are to be released for construction shall bear the signature and seal or stamp of the  
11 registrant, the date of signing and sealing or stamping, and the expiration date of the  
12 certificate or authority. All final civil engineering calculations and reports shall bear the  
13 signature and seal or stamp of the registrant, the date of signing and sealing or stamping,  
14 and the expiration date of the certificate or authority. If civil engineering plans are required  
15 to be signed and sealed or stamped and have multiple sheets, the signature, seal or stamp,  
16 date of signing and sealing or stamping, and expiration date of the certificate or authority  
17 shall appear on each sheet of the plans. If civil engineering specifications, calculations, and  
18 reports are required to be signed and sealed or stamped and have multiple pages, the  
19 signature, seal or stamp, date of signing and sealing or stamping, and expiration date of the  
20 certificate or authority shall appear at a minimum on the title sheet, cover sheet, or  
21 signature sheet.

22 ... "

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

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1 **FACTUAL BACKGROUND**

2 8. In or about May 2005, Forest Homes Homeowners Association (“Forest Homes”)  
3 hired Respondent to prepare structural calculations and engineering drawings to address parking  
4 deck and carport repairs to property located at 560 Forest Avenue, Palo Alto, California.

5 According to the “Statement of work and agreement” between the parties, Respondent was  
6 to complete the project “within weeks” for a fee that would not exceed \$10,000. The scope of the  
7 work consisted of preparing parking layout plans “together with design, improvements and  
8 structural data” for the garage, coordinating with Forest Homes, meeting with the City of Palo  
9 Alto Planning Office (“City”) and submitting stamped and signed calculations and engineering  
10 drawings for final approval.

11 Work commenced in or about May 2005. Between July and November 2005, Forest  
12 Homes made many inquiries as to the status of the project. In or about January 2006, Respondent  
13 indicated to Forest Homes that she had completed her design and was prepared to submit it to the  
14 City. Respondent’s work product and design for the Forest Homes project included:

15 1. Five sheets of stamped but unsigned structural calculations, dated March 7, 2006, which  
16 consisted of a title page, three sheets of computer-generated analysis for steel column column and  
17 square footing design and two pages of hand calculations. These structural calculations did not  
18 include a key plan of the garage and deck, which made it difficult to ascertain whether the  
19 calculations comprehensively addressed all of the affected conditions.

20 2. CAD-generated general notes, building plans and various structural cross-sections and  
21 details. However, there were no minutes or notes provided that memorialized any meetings with  
22 Forest Homes or the City.

23 3. Two photographs of the garage and ramp at the Forest Homes property, but no other  
24 indicia of field inspections such as written notes, photographs, field measurements and sketches.

25 Based on Respondent’s work product, payment of \$5,000 was made by Forest Homes to  
26 Respondent on or about January 30, 2006.

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1 Although unclear because of a lack of documentation, it appears that Respondent met with  
2 City officials between January 2006 and May 2006. By mid June 2006, 13 months after starting  
3 the project, it appeared that Respondent's submittal was ready for final approval by the City.

4 In or about July 2006, however, Forest Homes learned from City officials that formal  
5 submittal and approval for the proposed parking ramp may not have been necessary. At that time,  
6 Forest Homes also learned that its proposed garage repairs did require a building permit, but that  
7 Respondent had not applied to the City for said garage repairs.

8 Based on this confusion and lack of progress on this project, Forest Homes terminated  
9 Respondent and demanded a full refund in or about August 2006. After no response from  
10 Respondent, Forest Homes made a second demand in September 2006. In or about April 2007,  
11 the parties, Respondent and Forest Hills, reached a financial resolution of their dispute.

#### 12 **FIRST CAUSE FOR DISCIPLINE**

13 (Negligence)

14 9. Respondent is subject to disciplinary action under section 6775(c) in that Respondent  
15 did not use the care ordinarily exercised in like cases by duly licensed professional engineers in  
16 good standing as follows:

17 a. The agreement between Respondent and Forest Homes lacked adequate definition  
18 with regard to scope of work, schedule, fees, procedures and deliverables.

19 b. The agreement between Respondent and Forest Homes was poorly-phrased, error-  
20 ridden and rife with grammatical errors.

21 c. As describe above in paragraph 8, Respondent required more than 13 months to  
22 prepare the various submittals for the project, well beyond the schedule that was contemplated in  
23 the contract.

24 d. As describe above in paragraph 8, Respondent's work product lacked field data and  
25 meeting notes, the engineering drawings had a non-professional appearance and the structural  
26 calculations were not cross-referenced to the engineered drawings via a key plan.

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**SECOND CAUSE FOR DISCIPLINE**

(Incompetence)

10. Respondent is subject to disciplinary action under section 6775(c) in that Respondent lacked knowledge and ability while discharging her professional obligations as follows:

a. Respondent’s lack of knowledge of the City of Palo Alto’s submittal process resulted in delays and confusion.

**THIRD CAUSE FOR DISCIPLINE**

(Breach of Contract)

11. Respondent is subject to disciplinary action under section 6775(d), in that Respondent breached the contract with Forest Homes as set forth in paragraphs 8, 9 and 10.

**FOURTH CAUSE FOR DISCIPLINE**

(Unprofessional Conduct)

12. Respondent is subject to disciplinary action under section 6775(h), in that Respondent failed to comply with sections 6749(a)(1), (3) and (5) as follows:

a. Respondent’s written contract failed to coherently state the description of services to be provided to Forest Homes, in violation of 6749(a)(1).

b. Respondent’s written contract failed to properly specify the contracting parties by failing to identify the name, address, and license or certificate number of Respondent, and by failing to identify the name and address of Forest Homes, in violation of 6749(a)(3).

c. Respondent’s written contract failed to describe the procedure to be used by the parties to terminate the contract, in violation of 6749(a)(5).

**FIFTH CAUSE FOR DISCIPLINE**

(Unprofessional Conduct)

13. Respondent is subject to disciplinary action under section 6775(h), in that Respondent failed to comply with sections 6735(a) as follows:

a. Respondent’s engineering calculations and drawings failed to include the requisite annotations for the final or interim submittals, such as “preliminary,” “not for construction,” “for plan check only” and “for review only.”

