

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

In the Matter of the Accusation against:

A. (ANAN) BOONJINDASUP
3348 Edenborn Avenue, Apt. 2
Metairie, LA 70002

Civil Engineer License No. C 30141,

Respondent.

Case No. 944-A

OAH No. 2011070531

DECISION

The attached Proposed Decision of the Administrative Law Judge 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 June 29, 2012.

IT IS SO ORDERED May 25, 2012.

Original Signed

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

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

In the Matter of the Accusation Against:

ANAN BOONJINDASUP

Civil Engineer License No. C 30141,

Respondent.

Case No. 944-A

OAH No. 2011070531

PROPOSED DECISION

Administrative Law Judge Amy C. Yerkey, State of California, Office of Administrative Hearings, heard this matter on February 14 and 15, 2012, in Los Angeles, California.

Kevin J. Rigley, Deputy Attorney General, represented complainant Joanne Arnold (Complainant), Interim Executive Officer of the Board for Professional Engineers, Land Surveyors, and Geologists (Board).

Anan Boonjindasup (Respondent) represented himself and was present throughout the administrative hearing.

At the hearing, Complainant moved to amend the Accusation to include provisions for restitution to the underlying consumers, if a probationary license were to be issued. The motion to amend was granted.

The matter was submitted on February 15, 2012.

FACTUAL FINDINGS

1. Complainant brought the Accusation solely in her official capacity.
2. On July 13, 1979, the Board issued Civil Engineer license number C 30141 to Respondent. The license will expire on March 31, 2012, unless renewed, and is currently in full force and effect. Respondent has no prior disciplinary history on his license.

Caswell Avenue Project

3. In May 2005, Susanna and Sam Higginson hired Respondent to do structural drawings of an addition to their home, located on Caswell Avenue, in Los Angeles. Susanna Higginson (Higginson) testified at the hearing. Respondent came to the Higginson's home, and they paid Respondent a \$300 deposit on May 20, 2005. Respondent cashed their check on May 23, 2005. He promised to deliver drawings by June 5, 2005. The last time that the Higginsons heard from Respondent was on June 3, 2005. He informed them that he needed to come to their house again to check certain measurements. They arranged a date and time, and Respondent never showed up.¹ Subsequently, Respondent never prepared the structural drawings or completed the project for which they hired him. Higginson made multiple attempts (at least 20 phone calls) to contact Respondent, and he failed to return any of her phone calls or e-mails. Respondent did not perform the work, and he did not return the Higginson's deposit.

4. Respondent did not provide the Higginsons with a proper written contract. Instead, he gave them a one-page document which listed typewritten and handwritten notes, and bore Respondent's stamp. The document did not bear the Higginson's signature.

5. The Board proffered the expert testimony of Gregory L. Carr (Carr), licensed professional engineer. Mr. Carr explained that the standard of practice requires Respondent to have a written contract with the client that is signed by both parties before commencing professional work related to civil engineering. With regard to the document containing Respondent's notes, Mr. Carr opined that it was not a valid contract, and that as a civil engineer of 26 years, Respondent should have known better. Mr. Carr opined that Respondent was negligent for not having a written contract for the work agreed upon between the parties. In addition, the standard of practice required that Respondent complete the project in a timely manner. Respondent was negligent in failing to complete the Caswell Avenue project.

6. Respondent did not use a proper written contract for the home addition project. Respondent's failure to do so violated the Board's requirement that a professional engineer use a written contract to provide professional engineering services prior to the commencement of work.

7. Respondent did not complete the Caswell Avenue project. Respondent violated the Board's requirement to complete the work in a professional and timely manner. In addition, Respondent was negligent for not completing the agreed upon work.

¹ Respondent claimed that he went to the Higginson's home to re-check his measurements, but that they were not home. Higginson claimed that she was home during their scheduled visit. Her testimony is credited.

Lake Elsinore Project

8. In October 2004, Sonja Jimenez (Jimenez) and Humberto Menchaca (Menchaca) hired Respondent to survey a vacant land parcel in Lake Elsinore, and to prepare a grading plan for the property. Menchaca testified at the hearing.² He gave Respondent a \$1000 deposit check, which Respondent promptly cashed. Although there was evidence that Respondent performed some work, he did not prepare the grading study or complete the project for which they hired him. Menchaca and Jimenez made multiple attempts to contact Respondent in writing and via telephone, however, Respondent did not respond. Three months after Respondent had taken their deposit, Mr. Menchaca drove to Respondent's office, which was located in Glendale, about 75 miles from their home. Respondent told Mr. Menchaca that he was very busy, and that he would finish the project by the end of the week. Respondent never completed the work. Ms. Jimenez tried to get Respondent to return their deposit, but he did not respond to any of her communications. Finally, Ms. Jimenez sued Respondent in small claims court, where he again failed to appear, and she received a judgment against him. To this date, Respondent has not paid the judgment.

9. To describe the work and note payment of the deposit, Respondent used a document similar to the one described above, in Factual Finding 4, with typewritten and handwritten notes. The document was not signed by all parties.

10. As established by the testimony of Mr. Carr, Respondent was negligent for not having a proper written contract for the work agreed upon between the parties. In addition, Respondent was negligent in failing to complete the Lake Elsinore project. Although Respondent appeared to have drafted field survey notes, he did not provide a finished work product to use in the pursuit of a building permit.

11. Respondent did not use a proper written contract for the Lake Elsinore project. Respondent's failure to do so violated the Board's requirement that a professional engineer use a written contract to provide professional engineering services prior to the commencement of work.

12. Respondent did not complete the Lake Elsinore project. Respondent violated the Board's requirement to complete the work in a professional and timely manner. In addition, Respondent was negligent for not completing the agreed upon work.

² Respondent and Mr. Menchaca did not initially recognize each other at the hearing. Mr. Menchaca recalled meeting a man who resembled Respondent, but looked younger. Given that the meeting occurred in 2005, almost seven years ago, Mr. Menchaca's memory lapse is understandable. Respondent argued that if Mr. Menchaca did not recall meeting him, then he is not liable for the alleged misconduct in Mr. Menchaca's complaint. The documentary and other circumstantial evidence showed beyond doubt that Respondent is the individual referenced in the Menchaca's complaint.

Bell Canyon Project

13. In January 2006, Cecil Fuller (Fuller) hired Respondent to perform a plot plan and a grading plan for property located in Bell Canyon. Fuller paid Respondent a \$500 deposit.³ Respondent began some work on the project, and then ceased work and communication with Mr. Fuller. Eventually, Mr. Fuller hired other engineers to complete his project. Respondent failed to complete the agreed upon work for the Bell Canyon project. Mr. Carr opined that "[e]ven though [Respondent] appears to have done soil sampling for soil testing, there is no evidence that he had the soil testing done by the testing laboratory and then prepared the soil report." Respondent also did not use a proper written contract in this transaction.

14. Respondent did not use a proper written contract for the Bell Canyon project. Respondent's failure to do so violated the Board's requirement that a professional engineer use a written contract to provide professional engineering services prior to the commencement of work.

15. Respondent did not complete the Bell Canyon project. Respondent violated the Board's requirement to complete the work in a professional and timely manner. In addition, Respondent was negligent for not completing the agreed upon work.

Simi Valley Project

16. In July 2007, Orranan and Sean Quinn hired Respondent to draw plans for a business project at Lincoln Center in Simi Valley. Sean Quinn (Quinn) testified at the hearing. The Quinns paid Respondent a total of \$2100. Respondent drew plans which did not meet the city's requirements, and thus the plans needed to be redrawn. Respondent's associate, Enrico Ponco (Ponco), agreed to meet Mr. Quinn on August 21, 2007, at the property; however, Ponco failed to appear. The Quinns made numerous attempts to contact Respondent, to no avail. Respondent failed to complete the project. The Quinns spent an additional \$1400 to have the plans re-done for city approval. Respondent rebuked the Quinns attempts to resolve the matter informally, and the Quinns sued him in small claims court. The Quinns obtained a judgment against Respondent, and Respondent has yet to pay the judgment amount.

17. Respondent did not use a proper written contract for the Simi Valley project; he omitted required terms. He also failed to have the contract executed. Respondent's failure to do so violated the Board's requirement that a professional engineer use a written contract to provide professional engineering services prior to the commencement of work.

³ Cecil Fuller claimed that he paid \$1000 to Respondent as a deposit, but there was no evidence to support that claim. Respondent admitted to receiving \$500. This amount was in accordance with Mr. Carr's discovery and findings.

Respondent's Interactions with the Board

18. Jacqueline Lowe⁴ (Lowe), Board Enforcement Analyst, testified at the hearing. Ms. Lowe investigated all four complaints against Respondent. As established by Ms. Lowe's testimony, Respondent was initially non-responsive to the Board's inquiries regarding the complaints. When he finally did respond, Respondent had unsupported excuses for his conduct. For example, Respondent claimed to be suffering from illness; however, he provided no medical documentation and no explanation as to why he did not contact either the Board or the complainants after his condition resolved.

Evidence Offered in Support of Continued Licensure

19. Respondent testified at the hearing. He has been in practice since 1979, and worked on many projects and has many happy customers. He does volunteer work for his church and Habitat for Humanity. Respondent claimed that his actions were due in part to financial problems and Hurricane Katrina, which occurred in 2005. Respondent did not introduce any evidence to support these contentions, other than his own testimony. Moreover, the complaints against Respondent occurred before and after 2005. During the hearing, his attitude was cavalier and dismissive regarding the four complaints against him. Respondent acknowledged that he took the deposits and did not perform the work, and claimed that he was busy working on other large, more profitable projects. Even after these admissions, Respondent did not apologize for his actions. There was no indication that Respondent understood that what he did was wrong, or that he would not continue these practices in the future. For example, Respondent contended that the documents which he used as contracts substantially complied with the Board's requirements, even though they clearly did not.

20. Respondent submitted documentary evidence to show that he drafted a grading plan for Bell Canyon, and documents related to the Lake Elsinore project. All evidence has been considered.

21. Willard Garrett (Garrett) testified at the hearing. Mr. Garrett is a Geologist. He took soil samples at the Bell Canyon project, and had previously performed work for Respondent. Mr. Garrett has tremendous respect for Respondent.

Costs

22. The Board incurred costs in the amount of \$6,572.50 for Department of Justice attorneys fees, \$2,475 for technical experts, and \$9,201.25 in investigation costs, for a total of \$18,248.75. Given the multiple complaints and the efforts needed to engage Respondent's response to Board inquiries, such costs are deemed reasonable.

⁴ Lowe's prior surname was Jenkins.

23. Respondent contended that he has limited ability to pay. He filed for bankruptcy in 2005. Respondent paid a lot of money to send his children to college. He currently lives in Louisiana; he moved there in part because the cost of living is lower.

LEGAL CONCLUSIONS

1. Cause exists to revoke or suspend Respondent's civil engineer license pursuant to Business and Professions Code section 6775, subdivision (d) and (h), for breach or violation of contract to provide professional engineering services, based on Factual Findings 3-7, and 13-15.

2. Cause exists to revoke or suspend Respondent's civil engineer license pursuant to Business and Professions Code section 6749, subdivision (a), in that he failed to utilize a written contract, based on Factual Findings 3-6, 13-14, and 16-17.

3. Cause exists to revoke or suspend Respondent's civil engineer license pursuant to Business and Professions Code section 6749, subdivision (a), and 6775, subdivisions (c), (d) and (h), for negligence, in that he breached the standard of care for professional engineers by failing to use a written contract and by failing to perform the agreed upon services, as set forth in Factual Findings 3-7, 13-15.

4. Cause exists to revoke or suspend Respondent's civil engineer license pursuant to Business and Professions Code section 8759, subdivision (a), for breach or violation of contract to provide professional engineering services, based on Factual Findings 8 through 12.

5. Cause exists to revoke or suspend Respondent's civil engineer license pursuant to Business and Professions Code section 8759, subdivision (a), for failure to use a written contract while contracting for professional land surveying services, based on Factual Findings 8 through 12.

6. Cause exists to revoke or suspend Respondent's civil engineer license pursuant to Business and Professions Code section 8759, subdivision (a), and 8780, subdivisions (b), (d) and (e), for negligence, in that he breached the standard of care for professional engineers by failing to use a written contract and by failing to perform the agreed upon services, as set forth in Factual Findings 8 through 12.

7. Cause exists to order Respondent to pay the Board's reasonable costs of investigation and enforcement, pursuant to Business and Professions Code section 125.3, by reason of Factual Finding number 22 and Legal Conclusions 1 through 6.

8. *Zuckerman v. State Board of Chiropractic Examiners* (2002) 29 Cal.4th 32, directs the administrative law judge and the agency to evaluate several factors to ensure that the cost recovery provision did not deter individuals from exercising their right to a hearing. Thus,

the Board must not assess the full costs where it would unfairly penalize the respondent who has committed some misconduct, but who has used the hearing process to obtain the dismissal of some charges or a reduction in the severity of the penalty. The Board must consider a respondent's subjective good faith belief in the merits of his or her position and whether the respondent has raised a colorable challenge; as well as a respondent's ability to pay.

9. In this case, the actual costs of investigation and enforcement of this matter are \$18,248.75, as set forth in factual finding number 22. The evidence showed that Respondent's ability to pay is somewhat hindered by a bankruptcy approximately seven years ago. Accordingly, a ten percent discount is appropriate. Respondent is ordered to pay costs in the amount of \$16,423.87.

10. The order that follows is required for the protection of the public. Respondent engaged in multiple violations, over a span of several years. Significantly, Respondent failed to respond to clients and Board inquiries. Respondent admitted taking deposits and failing to complete smaller projects in lieu of working on more profitable projects. Even after these admissions, Respondent did not apologize for his actions. There was no indication that Respondent understood that what he did was wrong, or that he would not continue these practices in the future. Respondent's unprofessionalism in failing to respond to clients and Board inquiries, and lack of remorse or recognition of wrongdoing demonstrate that he is not a good candidate for probation.

ORDER

Respondent Anan Boonjindasup's Civil Engineer license number C 30141 is revoked.

Dated: March 15, 2012

Original Signed

AMY C. YERKHY
Administrative Law Judge
Office of Administrative Hearings

1 KAMALA D. HARRIS
Attorney General of California
2 GREGORY J. SALUTE
Supervising Deputy Attorney General
3 KEVIN J. RIGLEY
Deputy Attorney General
4 State Bar No. 131800
300 So. Spring Street, Suite 1702
5 Los Angeles, CA 90013
Telephone: (213) 620-2558
6 Facsimile: (213) 897-2804
Attorneys for Complainant

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

11 In the Matter of the Accusation Against:

Case No. 944-A

12 **ANAN BOONJINDASUP, AKA ANDY**
13 **BOONJINDASUP, AKA A. (ANAN)**
14 **BOONJINDASUP**
3348 Edenborn Avenue, Apt. 2
15 Metairie, LA 70002

A C C U S A T I O N

16 Civil Engineer License No. C 30141

17 Respondent.

18
19 Complainant alleges:

20 **PARTIES**

21 1. Joanne Arnold (Complainant) brings this Accusation solely in her official capacity as
22 the Interim Executive Officer of the Board for Professional Engineers, Land Surveyors, and
23 Geologists, Department of Consumer Affairs.

24 2. On or about July 13, 1979, the Board for Professional Engineers, Land Surveyors,
25 and Geologists issued Civil Engineer License Number C 30141 to Anan Boonjindasup, aka Andy
26 Boonjindasup, aka A. (Anan) Boonjindasup (Respondent). The Civil Engineer License was in
27 full force and effect at all times relevant to the charges brought herein and will expire on March
28 31, 2012, unless renewed.

JURISDICTION

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

4. Section 118, subdivision (b), of the Code provides that the suspension/expiration/surrender/cancellation of a license shall not deprive the Board/Registrar/Director of jurisdiction to proceed with a disciplinary action during the period within which the license may be renewed, restored, reissued or reinstated.

5. Section 6775 of the Code states, in pertinent part:

"The board may receive and investigate complaints against registered civil engineers, and make findings thereon.

"By a majority vote, the board may reprove, suspend for a period not to exceed two years, or revoke the certificate of any professional engineer registered under this chapter:

...

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

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

...

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

6. Section 8780 of the Code states, in pertinent part:

"The board may receive and investigate complaints against licensed land surveyors and registered civil engineers, and make findings thereon.

"By a majority vote, the board may reprove, suspend for a period not to exceed two years, or revoke the license or certificate of any licensed land surveyor or registered civil engineer, respectively, licensed under this chapter or registered under the provisions of Chapter 7 (commencing with Section 6700), whom it finds to be guilty of:

1 ...
2 "(b) Any negligence or incompetence in his or her practice of land surveying.

3 ...
4 "(d) Any violation of any provision of this chapter or of any other law relating to or
5 involving the practice of land surveying.

6 ...
7 "(g) A breach or violation of a contract to provide land surveying services.

8 **STATUTORY PROVISIONS AND REGULATIONS**

9 7. Section 6749 of the Code states, in pertinent part:

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

16 ...
17 "(4) A description of the procedure that the professional engineer and the client will use to
18 accommodate additional services.

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

20 8. Section 8759 of the Code states, in pertinent part:

21 "(a) A licensed land surveyor or registered civil engineer authorized to practice land
22 surveying shall use a written contract when contracting to provide professional services to a client
23 pursuant to this chapter. The written contract shall be executed by the licensed land surveyor or
24 registered civil engineer and the client, or his or her representative, prior to the licensed land
25 surveyor or registered civil engineer commencing work, unless the client knowingly states in
26 writing that work may be commenced before the contract is executed. The written contract shall
27 include, but not be limited to, all of the following:
28

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

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

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

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

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

10 9. Title 16, Code of Regulations section 404 defines “negligence” as follows:

11 “For the purpose of the rules and regulations contained in this chapter, the following
12 terms are defined. No definition contained herein authorizes the practice of professional
13 engineering as defined in the Professional Engineers Act.
14

15 ...

16 “(w) For the sole purpose of investigating complaints and making findings thereon under
17 Sections 6775 and 8780 of the Code, “negligence” as used in Sections 6775 and 8780 of the Code
18 is defined as the failure of a licensee, in the practice of professional engineering or land
19 surveying, to use the care ordinarily exercised in like cases by duly licensed professional
20 engineers and land surveyors in good standing.”

21 **COST RECOVERY**

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

27 ///

28 ///

1 CASWELL AVENUE PROJECT – BOARD COMPLAINT CASE NO. 2005-07-145

2 11. On or about July 25, 2005, the Board received a complaint against Respondent from
3 S. H. and S. H.¹ (hereinafter “the H.’s”), who stated that they hired Respondent on May 17, 2005
4 to do structural calculations and drawings of a kitchen addition they were planning for their
5 home. No written contract for these services was ever provided by Respondent. On May 20,
6 2005, the H.’s gave Respondent a \$300.00 check as a deposit on the project. Respondent
7 promised to have the drawings completed by June 4, 2005. Thereafter, Respondent wrote to the
8 H’s indicating that he needed to verify measurements and that the plans would be completed on
9 June 15, 2005. The H’s never heard back from Respondent after his communication with them on
10 June 3, 2005, despite their having left numerous telephone messages for him to contact them. No
11 drawings were ever received and Respondent failed to return any of the deposit money he
12 received after he failed to render any services.

13 FIRST CAUSE FOR DISCIPLINE

14 (Breach or Violation of Contract to Provide Professional Engineering Services)

15 12. Respondent is subject to disciplinary action under section 6775, subdivisions (d) and
16 (h), in that in the Caswell Avenue Project, Respondent was contracted by the H.’s to provide
17 structural calculations and drawings for a kitchen addition. Though the H.’s paid Respondent a
18 \$300.00 deposit on the project, no written contract was ever executed between the parties.
19 Thereafter, Respondent breached the contract by failing to complete the project and failing to
20 refund any of the deposit monies that had been paid to him.

21 SECOND CAUSE FOR DISCIPLINE

22 (Failure to Execute Written Contract)

23 13. Respondent is subject to disciplinary action under section 6749, subdivision (a), in
24 that in the Caswell Avenue Project, Respondent failed to use a written contract while contracting
25 for professional engineering services.

26 ///

27 _____
28 ¹ The full identities of individuals referenced herein shall be revealed during discovery.

1 **THIRD CAUSE FOR DISCIPLINE**

2 (Negligence)

3 14. Respondent is subject to disciplinary action under sections 6749, subdivision (a) and
4 6775, subdivisions (c), (d) and (h), in conjunction with Title 16, Code of Regulations section 404,
5 subdivision (w), in that in the Caswell Avenue Project, he breached the standard of care for
6 professional engineers by failing to use a written contract for the professional engineering
7 services agreed upon between the involved parties and for his failure to perform the services he
8 had agreed to provide.

9 **LAKE ELSINORE PROJECT – BOARD COMPLAINT CASE NO. 2005-11-249**

10 15. On November 2, 2005, the Board's Enforcement Unit received a complaint form,
11 dated November 1, 2005, via facsimile from S. J. against Respondent. S. J. stated that she and her
12 husband, R. M., hired Respondent to perform a land survey and prepare grading plans on a five-
13 acre undeveloped parcel located in Lake Elsinore, California. Respondent provided R. M. and
14 S. J. with a written proposal of the services he had agreed to perform. R. M. and S. J. gave
15 Respondent a check for \$1,000.00 as a deposit for these services, which Respondent subsequently
16 cashed. Thereafter, Respondent failed to provide the agreed upon services and failed to refund
17 the \$1,000.00 deposit he had received from R. M. and S. J., who later prevailed in a small claims
18 action against Respondent for the \$1,000.00 deposit they had given to Respondent for services
19 not rendered.

20 **FOURTH CAUSE FOR DISCIPLINE**

21 (Breach or Violation of Contract to Provide Professional Engineering Services)

22 16. Respondent is subject to disciplinary action under section 8759, subdivision (a), in that
23 in the Lake Elsinore Project, Respondent was contracted by R. M. and S. J. to perform a land
24 survey and prepare grading plans on a five-acre undeveloped parcel. Though Respondent
25 accepted and cashed a check for \$1,000.00 as a deposit for these services, no written contract was
26 ever executed between the parties. Thereafter, Respondent breached the contract by failing to
27 complete the project and failing to refund any of the deposit monies that had been paid to him.

28 ///

1 **FIFTH CAUSE FOR DISCIPLINE**

2 (Failure to Execute Written Contract)

3 17. Respondent is subject to disciplinary action under section 8759, subdivision (a), in
4 that in the Lake Elsinore Project, Respondent failed to use a written contract while contracting for
5 professional land surveying services.

6 **SIXTH CAUSE FOR DISCIPLINE**

7 (Negligence)

8 18. Respondent is subject to disciplinary action under sections 8759, subdivision (a) and
9 8780, subdivisions (b), (d) and (e), in conjunction with Title 16, Code of Regulations section 404,
10 subdivision (w), in that in the Lake Elsinore Project, he breached the standard of care for
11 professional land surveyors by failing to use a written contract for the professional land surveying
12 services agreed upon between the involved parties and for his failure to perform the services he
13 had agreed to provide.

14 **BELL CANYON PROJECT – BOARD COMPLAINT CASE NO. 2006-07-349**

15 19. On June 29, 2006, the Board's Enforcement Unit received a complaint form, dated
16 June 19, 2006, from C. F. against Respondent. C. F. stated that he hired Respondent in January
17 2006 to perform professional engineering services for property located at 109 Dapplegray Road in
18 Bell Canyon, California. C. F. further reported that Respondent failed to follow through with the
19 project and failed to communicate with him, and that he (C. F.) gave Respondent a deposit to
20 begin civil engineering services for the project, but that Respondent did not provide the agreed
21 upon engineering services. Thereafter, the Board retained an expert consultant to review the
22 project. The Board's expert subsequently opined that after Respondent received a deposit in the
23 amount of \$500.00 from C. F., Respondent was negligent for failing to secure a written contract
24 before commencing work on the project and for not completing all of the work that was agreed
25 upon by both parties. In this regard, though Respondent had agreed to perform field soil
26 sampling, secure laboratory testing of the soil sample and thereafter prepare a soil report for C. F.,
27 the field soil sampling was the only service Respondent actually performed.

28 ///

1 **SEVENTH CAUSE FOR DISCIPLINE**

2 (Breach or Violation of Contract to Provide Professional Engineering Services)

3 20. Respondent is subject to disciplinary action under section 6775, subdivisions (d) and
4 (h), in that in the Bell Canyon Project, Respondent was contracted by C. F. to perform
5 professional engineering services. Though Respondent received \$500.00 from C.F. as a deposit
6 on the project, no written contract was ever executed between the parties. Thereafter, Respondent
7 breached the contract by failing to complete the project and failing to refund any of the deposit
8 monies that had been paid to him.

9 **EIGHTH CAUSE FOR DISCIPLINE**

10 (Failure to Execute Written Contract)

11 21. Respondent is subject to disciplinary action under section 6749, subdivision (a), in
12 that in the Bell Canyon Project, Respondent failed to use a written contract while contracting for
13 professional engineering services.

14 **NINTH CAUSE FOR DISCIPLINE**

15 (Negligence)

16 22. Respondent is subject to disciplinary action under sections 6749, subdivision (a) and
17 6775, subdivisions (c) and (d), in conjunction with Title 16, Code of Regulations section 404,
18 subdivision (w), in that in the Bell Canyon Project, he breached the standard of care for
19 professional engineers by failing to use a written contract for the professional engineering
20 services agreed upon between the involved parties and for his failure to perform the services he
21 had agreed to provide.

22 **SIMI VALLEY PROJECT – BOARD COMPLAINT CASE NO. 2008-02-054**

23 23. On February 20, 2008, the Board's Enforcement Unit received a complaint form,
24 dated February 18, 2008, from O. Q. against Respondent, wherein O. Q. stated that she and her
25 husband hired Respondent to provide professional engineering services for a project identified as
26 the Studio Massage and Skin Care, located at 5956 East Los Angeles Avenue, No.4, in Simi
27 Valley, California. An expert retained by the Board reviewed the project and determined that
28 although a written contract was created in connection with the project, such was never executed

1 by the parties. Additionally, the unsigned written contract for the project failed to include
2 descriptions of the procedures to be used to accommodate additional services or to terminate the
3 contract.

4 **TENTH CAUSE FOR DISCIPLINE**

5 (Failure to Execute Written Contract)

6 24. Respondent is subject to disciplinary action under section 6749, subdivision (a), in
7 that in the Simi Valley Project, Respondent failed to secure an executed written contract for the
8 professional engineering services agreed upon.

9 **ELEVENTH CAUSE FOR DISCIPLINE**

10 (Failure to Include Required Terms in Contract for Professional Engineering Services)

11 25. Respondent is subject to disciplinary action under section 6749, subdivisions (a) (4)
12 and (5), in that in the Simi Valley Project, the unsigned written contract used by Respondent in
13 connection with the project failed to include a description of the procedure that the professional
14 engineer and client will use to accommodate additional services, and a description to be used by
15 any party to terminate the contract.

16 **PRAYER**

17 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
18 and that following the hearing, the Board for Professional Engineers, Land Surveyors, and
19 Geologists issue a decision:

20 1. Revoking or suspending Civil Engineer License Number C 30141, issued to Anan
21 Boonjindasup, aka Andy Boonjindasup, aka A. (Anan) Boonjindasup;

22 2. Ordering Anan Boonjindasup to pay the Board for Professional Engineers, Land
23 Surveyors, and Geologists the reasonable costs of the investigation and enforcement of this case,
24 pursuant to Business and Professions Code section 125.3;

25 ///

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: 4/8/11

Original Signed

JOANNE ARNOLD
Interim Executive Officer
Board for Professional Engineers, Land Surveyors, and
Geologists
Department of Consumer Affairs
State of California
Complainant

LA2010502373
accusation.rtf