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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:

**MICHAEL WESLEY DEVINE
P.O. Box 65
Poway, CA 92074**

**Civil Engineer License No. C 45633
Structural Engineer License No. S 4011**

Respondent.

Case No. 1228-A

DEFAULT DECISION AND ORDER

[Gov. Code, §11520]

FINDINGS OF FACT

1. On or about June 9, 2020, Complainant Richard B. Moore, PLS, in his official capacity as the Executive Officer of the Board for Professional Engineers, Land Surveyors, and Geologists, Department of Consumer Affairs, filed Accusation No. 1228-A against Michael Wesley Devine (Respondent) before the Board for Professional Engineers, Land Surveyors, and Geologists. (Accusation attached as Exhibit A.)

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1 2. On or about August 27, 1990, the Board for Professional Engineers, Land Surveyors,
2 and Geologists (Board) issued Civil Engineer License No. C 45633 to Respondent. The Civil
3 Engineer License was in full force and effect at all times relevant to the charges brought in
4 Accusation No. 1228-A and will expire on December 31, 2020, unless renewed.

5 3. On or about February 9, 1996, the Board for Professional Engineers, Land Surveyors,
6 and Geologists issued Structural Engineer License No. S 4011 to Respondent. The Structural
7 Engineer License was in full force and effect at all times relevant to the charges brought in
8 Accusation No. 1228-A and will expire on December 31, 2020, unless renewed.

9 4. On or about June 12, 2020, Respondent was served by Certified and First Class Mail
10 copies of the Accusation No. 1228-A, Statement to Respondent, Notice of Defense, Request for
11 Discovery, and Discovery Statutes (Government Code sections 11507.5, 11507.6, and 11507.7) at
12 Respondent's address of record which, pursuant to Business and Professions Code section 136, is
13 required to be reported and maintained with the Board. Respondent's address of record was and
14 is: P.O. Box 65, Poway, CA 92074.

15 5. Service of the Accusation was effective as a matter of law under the provisions of
16 Government Code section 11505(c) and/or Business and Professions Code section 124.

17 6. Government Code section 11506(c) states, in pertinent part:

18 (c) The respondent shall be entitled to a hearing on the merits if the respondent
19 files a notice of defense . . . and the notice shall be deemed a specific denial of all
20 parts of the accusation . . . not expressly admitted. Failure to file a notice of defense
21 . . . shall constitute a waiver of respondent's right to a hearing, but the agency in its
22 discretion may nevertheless grant a hearing.

23 7. The Board takes official notice of its records and the fact that Respondent failed to
24 file a Notice of Defense within 15 days after service upon him of the Accusation, and therefore
25 waived his right to a hearing on the merits of Accusation No. 1228-A.

26 8. California Government Code section 11520(a) states, in pertinent part:

27 (a) If the respondent either fails to file a notice of defense . . . or to appear at
28 the hearing, the agency may take action based upon the respondent's express
admissions or upon other evidence and affidavits may be used as evidence without
any notice to respondent

1 9. Pursuant to its authority under Government Code section 11520, the Board finds
2 Respondent is in default. The Board will take action without further hearing and, based on the
3 relevant evidence contained in the Default Decision Investigatory Evidence Packet in this matter,
4 as well as taking official notice of all the investigatory reports, exhibits and statements contained
5 therein on file at the Board's offices regarding the allegations contained in Accusation No. 1228-
6 A, finds that the charges and allegations in Accusation No. 1228-A, are separately and severally,
7 found to be true and correct by clear and convincing evidence.

8 **DETERMINATION OF ISSUES**

9 1. Based on the foregoing findings of fact, Respondent Michael Wesley Devine has
10 subjected his Civil Engineer License No. C 45633 to discipline.

11 2. The agency has jurisdiction to adjudicate this case by default.

12 3. The Board for Professional Engineers, Land Surveyors, and Geologists is authorized
13 to revoke Respondent's Civil Engineer License based upon the following violations alleged in the
14 Accusation, which are supported by the evidence contained in the Default Decision Investigatory
15 Evidence Packet in this case:

16 a. Respondent is subject to disciplinary action under Code section 6775, subdivision (d)
17 in that Respondent breached and violated numerous contracts as follows:

18 i. **Contract with SP and ZH**

19 On or about December 18, 2018, Complainant received a complaint from SP and ZH
20 alleging that Respondent did not complete the contracted engineering services. On or about June
21 1, 2018, Respondent, SP and ZH entered into a contract wherein SP and ZH paid Respondent
22 \$1,000 to meet with the city of Poway to resolve whether the city of Poway would allow for
23 permitting of the existing grade on SP and ZH's property. On or about June 7, 2018, Respondent,
24 SP and ZH entered into a second contract wherein SP and ZH paid Respondent a \$4,000 deposit
25 for a complete grading, retaining walls and drainage plans. Respondent represented that the plans
26 would be completed that week and the remaining balance of \$3,500 was paid by SP and ZH. On
27 or about July 31, 2018, SP and ZH discovered from the city of Poway that Respondent did not
28 perform the services listed in the contract. As of December 18, 2018, and after numerous phone

1 calls, text messages, letters and meetings, Respondent failed to provide completed plans and
2 failed to refund SP and ZH's money. On or about January 8, 2019, an enforcement analyst sent
3 Respondent a letter advising him of the allegation and requesting a response no later than
4 February 9, 2019. On or about June 4, 2019, a second letter from an enforcement analyst was
5 sent to Respondent requesting a response by June 25, 2019. No response was received from
6 Respondent.

7 ii. **Contract with DN:**

8 On or about January 24, 2019, Complainant received a complaint from DN stating that
9 Respondent failed to perform contracted services. On or about June 21, 2018, Respondent and
10 DN entered into a contract for the preparation and permitting of plans for the repair of a
11 storefront. The contract did not include a provision for the accommodation of additional services.
12 Respondent requested to be pre-paid for his services and DN paid Respondent \$6,500.
13 Respondent failed to produce any plans. Respondent was initially sparingly responsive and
14 eventually became uncommunicative. On or about May 8, 2019, an enforcement analyst sent
15 Respondent a letter advising Respondent of the allegations and requesting a response no later than
16 June 7, 2019. On or about June 11, 2019, an enforcement analyst sent Respondent a "Second and
17 Final" letter requesting a written response no later than July 2, 2019. Respondent failed to
18 respond to either letter.

19 iii. **Contract with MB**

20 On or about September 12, 2018, Complainant received a complaint from MB stating that
21 Respondent failed to perform contracted services. Respondent was retained by MB to perform a
22 Limited Preliminary Structural Site Observation, take site measurements, observe and document
23 trailer foundation, document observations with photos, and provide a Professional Retention
24 Statement Form to SDC. The contract did not include a provision for the accommodation of
25 additional services. MB paid Respondent \$3,500 in advance for the Limited Preliminary
26 Structural Site Observation. Respondent failed to provide documentation evidencing that he
27 performed the Limited Preliminary Structural Site Observation to either MB or Complainant.

28 iv. **Contract with SG**

1 On or about March 25, 2019, Complainant received a complaint from SG stating that
2 Respondent failed to perform contracted services. On or about March 30, 2018, SG entered into a
3 contract with Respondent for the developing and permitting of plans to re-engineer a driveway
4 into a parking lot. The contract did not include a provision for the accommodation of additional
5 services. Respondent required payment prior to services and SG paid Respondent \$5,535.00.
6 After months of inquiring, Respondent never provided the plans and failed to reimburse SG for
7 the monies paid. On or about April 3, 2019, an enforcement analyst sent Respondent a letter
8 advising him of the allegations and requesting a written response no later than April 24, 2019. On
9 May 3, 2019, the enforcement analyst sent an additional letter to Respondent that required a
10 response no later than May 24, 2019. Respondent failed to respond.

11 v. **Contract with AT and ST**

12 On or about August 29, 2019, Complainant received a complaint from AT and ST stating
13 that Respondent failed to perform contracted services. AT and ST entered in an agreement with
14 Respondent for structural engineering services relating to several tasks relating to a residential
15 remodel. Respondent required AT and ST to pay a fifty percent (50%) retainer to initiate work.
16 The contract did not include a provision for the accommodation of additional services. AT and
17 ST paid \$9,000 to Respondent. Thereafter, Respondent requested an additional payment of
18 \$4,500, which was paid by AT and ST. Respondent became uncommunicative and failed to
19 provide final plans. On or about June 27, 2019, AT and ST requested that their money be
20 returned. Respondent failed to respond to their request. On or about July 25, 2019, an
21 enforcement analyst sent Respondent a letter advising him of the allegations and requesting a
22 written response no later than August 15, 2019. On August 16, 2019, the enforcement analyst
23 sent a "Second and Final" letter to Respondent that required a response no later than September 6,
24 2019. Respondent failed to respond.

25 vi. **Contract with KY and NY**

26 On or about August 29, 2019, Complainant received a complaint from KY and NY stating
27 that Respondent failed to perform contracted services. On or about July 30, 2019, Respondent
28 was retained by KY and NY entered into a contract for a structural design for retaining walls.

1 The contract did not include a provision for the accommodation of additional services.
2 Respondent requested pre-payment for his services and KY and NY paid Respondent \$12,000.
3 Respondent never provided the plans and became unresponsive. On or about August 12, 2019, an
4 enforcement analyst sent Respondent a letter advising him of the allegations and requesting a
5 written response no later than September 7, 2019. On October 15, 2019, the enforcement analyst
6 sent an additional letter to Respondent that required a response no later than November 29, 2019.
7 Respondent failed to respond.

8 vii. **Contract with GH**

9 On or about August 29, 2019, Complainant received a complaint from KY and NY stating
10 that Respondent failed to perform contracted services. On or about June 1, 2019, GH and
11 Respondent entered into a contract to relocate an easement for access to a residential lot. The
12 contract did not include a provision for the accommodation of additional services. Respondent
13 required payment in full prior to providing the services and GR paid Respondent \$3,400.
14 Respondent failed to provide the plans, became uncommunicative and failed to refund GH the
15 \$3,400 paid to Respondent. On or about September 4, 2019, an enforcement analyst sent
16 Respondent a letter advising him of the allegations and requesting a written response no later than
17 September 25, 2019. On October 15, 2019, the enforcement analyst sent an additional letter to
18 Respondent that required a response no later than November 29, 2019. Respondent failed to
19 respond.

20 b. Respondent is subject to disciplinary action under Code section 6749, subdivision
21 (a)(4) in that Respondent entered into contracts that failed to include descriptions of the procedure
22 that the professional engineer and the client will use to accommodate additional services, as
23 specified in paragraphs i-vii above, which are incorporated herein.

24 c. Respondent is subject to disciplinary action under Code section 6775.2, subdivisions
25 (a), in conjunction with Code section 6775, in that Respondent failed to respond to written
26 requests from the representative of the board to cooperate in the investigation of complaints, as
27 specified in paragraphs i-vii, above, which are incorporated herein.

28 ///

1 **ORDER**

2 IT IS SO ORDERED that Civil Engineer License, No. C 45633, issued to Respondent
3 Michael Wesley Devine, is revoked.

4 Pursuant to Government Code section 11520, subdivision (c), Respondent may serve a
5 written notice requesting that the Decision be vacated and stating the grounds relied on within
6 seven (7) days after service of the Decision on the Respondent. The agency in its discretion may
7 vacate the Decision and grant a hearing on a showing of good cause, as defined in the statute.

8 Pursuant to Business and Professions Code section 6780, Respondent may petition for
9 reinstatement of the revoked license not less than one (1) year from the effective date of this
10 decision.

11 This Decision shall become effective on September 24, 2020.

12 IT IS SO ORDERED August 20, 2020.

13 *Original Signed*

14 FOR THE BOARD FOR PROFESSIONAL
15 ENGINEERS, LAND SURVEYORS, AND
16 GEOLOGISTS
17 STATE OF CALIFORNIA

Exhibit A

Accusation

1 XAVIER BECERRA
Attorney General of California
2 GREGORY J. SALUTE
Supervising Deputy Attorney General
3 MOLLY E. SELWAY
Deputy Attorney General
4 State Bar No. 234519
600 West Broadway, Suite 1800
5 San Diego, CA 92101
P.O. Box 85266
6 San Diego, CA 92186-5266
Telephone: (619) 738-9082
7 Facsimile: (619) 645-2031
Attorneys for Complainant

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

14 In the Matter of the Accusation Against:

Case No. 1228-A

15 **MICHAEL WESLEY DEVINE**
16 **P.O. Box 65**
17 **Poway, CA 92074**
18 **Civil Engineer License No. C 45633**
19 **Structural Engineer License No. S 4011**

ACCUSATION

Respondent.

20
21 **PARTIES**

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

25 2. On or about August 27, 1990, the Board for Professional Engineers, Land Surveyors,
26 and Geologists issued Civil Engineer License Number C 45633 to Michael Wesley Devine
27 (Respondent). The Civil Engineer License was in full force and effect at all times relevant to the
28 charges brought herein and will expire on December 31, 2020, unless renewed.

1 3. On or about February 9, 1996, the Board for Professional Engineers, Land Surveyors,
2 and Geologists issued Structural Engineer License Number S 4011 to Respondent. The Structural
3 Engineer License was in full force and effect at all times relevant to the charges brought herein
4 and will expire on December 31, 2020, unless renewed.

5 **JURISDICTION**

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

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

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

13 (a) Any conviction of a crime substantially related to the qualifications,
14 functions, and duties of a licensed professional engineer, in which case the certified
record of conviction shall be conclusive evidence thereof.

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

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

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

19 ...

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

24 **STATUTORY PROVISIONS**

25 7. Section 6749 of the Code states:

26 (a) A professional engineer shall use a written contract when contracting to
27 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 the
28 client's representative prior to the professional engineer commencing work, unless the

1 client knowingly states in writing that work may be commenced before the contract is
2 executed. The written contract shall include, but not be limited to, all of the
3 following:

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

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

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

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

12 ...

13 8. Section 6775.2 of the Code states:

14 The failure of, or refusal by, a licensee or a certificate holder to respond to a written
15 request from a representative of the board in the investigation of a complaint against
16 that licensee or certificate holder constitutes a cause for disciplinary action under
17 Section 6775 or 6775.1.

18 **COST RECOVERY**

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

23 **FACTUAL ALLEGATIONS**

24 **Contract with SP and ZH**

25 10. On or about December 18, 2018, Complainant received a complaint from SP and ZH
26 alleging that Respondent did not complete the contracted engineering services.

27 11. On or about June 1, 2018, Respondent, SP and ZH entered into a contract wherein SP
28 and ZH paid Respondent \$1,000 to meet with the city of Poway to resolve whether the city of
Poway would allow for permitting of the existing grade on SP and ZH's property. On or about
June 7, 2018, Respondent, SP and ZH entered into a second contract wherein SP and ZH paid
Respondent a \$4,000 deposit for a complete grading, retaining walls and drainage plans.
Respondent represented that the plans would be completed that week and the remaining balance
of \$3,500 was paid by SP and ZH. On or about July 31, 2018, SP and ZH discovered from the

1 city of Poway that Respondent did not perform the services listed in the contract. As of
2 December 18, 2018, and after numerous phone calls, text messages, letters and meetings,
3 Respondent failed to provide completed plans and failed to refund SP and ZH's money.

4 12. On or about January 8, 2019, an enforcement analyst sent Respondent a letter
5 advising him of the allegation and requesting a response no later than February 9, 2019.

6 13. On or about June 4, 2019, a second letter from an enforcement analyst was sent to
7 Respondent requesting a response by June 25, 2019. No response was received from Respondent.

8 **Contract with DN:**

9 14. On or about January 24, 2019, Complainant received a complaint from DN stating
10 that Respondent failed to perform contracted services.

11 15. On or about June 21, 2018, Respondent and DN entered into a contract for the
12 preparation and permitting of plans for the repair of a storefront. The contract did not include a
13 provision for the accommodation of additional services. Respondent requested to be pre-paid for
14 his services and DN paid Respondent \$6,500. Respondent failed to produce any plans.
15 Respondent was initially sparingly responsive and eventually became uncommunicative.

16 16. On or about May 8, 2019, an enforcement analyst sent Respondent a letter advising
17 Respondent of the allegations and requesting a response no later than June 7, 2019.

18 17. On or about June 11, 2019, an enforcement analyst sent Respondent a "Second and
19 Final" letter requesting a written response no later than July 2, 2019. Respondent failed to
20 respond to either letter.

21 **Contract with MB**

22 18. On or about September 12, 2018, Complainant received a complaint from MB stating
23 that Respondent failed to perform contracted services.

24 19. Respondent was retained by MB to perform a Limited Preliminary Structural Site
25 Observation, take site measurements, observe and document trailer foundation, document
26 observations with photos, and provide a Professional Retention Statement Form to SDC. The
27 contract did not include a provision for the accommodation of additional services. MB paid
28 Respondent \$3,500 in advance for the Limited Preliminary Structural Site Observation.

1 Respondent failed to provide documentation evidencing that he performed the Limited
2 Preliminary Structural Site Observation to either MB or Complainant.

3 **Contract with SG**

4 20. On or about March 25, 2019, Complainant received a complaint from SG stating that
5 Respondent failed to perform contracted services.

6 21. On or about March 30, 2018, SG entered into a contract with Respondent for the
7 developing and permitting of plans to re-engineer a driveway into a parking lot. The contract did
8 not include a provision for the accommodation of additional services. Respondent required
9 payment prior to services and SG paid Respondent \$5,535.00. After months of inquiring,
10 Respondent never provided the plans and failed to reimburse SG for the monies paid.

11 22. On or about April 3, 2019, an enforcement analyst sent Respondent a letter advising
12 him of the allegations and requesting a written response no later than April 24, 2019. On May 3,
13 2019, the enforcement analyst sent an additional letter to Respondent that required a response no
14 later than May 24, 2019. Respondent failed to respond.

15 **Contract with AT and ST**

16 23. On or about August 29, 2019, Complainant received a complaint from AT and ST
17 stating that Respondent failed to perform contracted services.

18 24. AT and ST entered in an agreement with Respondent for structural engineering
19 services relating to several tasks relating to a residential remodel. Respondent required AT and
20 ST to pay a fifty percent (50%) retainer to initiate work. The contract did not include a provision
21 for the accommodation of additional services. AT and ST paid \$9,000 to Respondent.
22 Thereafter, Respondent requested an additional payment of \$4,500, which was paid by AT and
23 ST. Respondent became uncommunicative and failed to provide final plans. On or about June
24 27, 2019, AT and ST requested that their money be returned. Respondent failed to respond to
25 their request.

26 25. On or about July 25, 2019, an enforcement analyst sent Respondent a letter advising
27 him of the allegations and requesting a written response no later than August 15, 2019. On
28

1 August 16, 2019, the enforcement analyst sent a “Second and Final” letter to Respondent that
2 required a response no later than September 6, 2019. Respondent failed to respond.

3 **Contract with KY and NY**

4 26. On or about August 29, 2019, Complainant received a complaint from KY and NY
5 stating that Respondent failed to perform contracted services.

6 27. On or about July 30, 2019, Respondent was retained by KY and NY entered into a
7 contract for a structural design for retaining walls. The contract did not include a provision for
8 the accommodation of additional services. Respondent requested pre-payment for his services
9 and KY and NY paid Respondent \$12,000. Respondent never provided the plans and became
10 unresponsive.

11 28. On or about August 12, 2019, an enforcement analyst sent Respondent a letter
12 advising him of the allegations and requesting a written response no later than September 7, 2019.
13 On October 15, 2019, the enforcement analyst sent an additional letter to Respondent that
14 required a response no later than November 29, 2019. Respondent failed to respond.

15 **Contract with GH**

16 29. On or about August 29, 2019, Complainant received a complaint from KY and NY
17 stating that Respondent failed to perform contracted services.

18 30. On or about June 1, 2019, GH and Respondent entered into a contract to relocate an
19 easement for access to a residential lot. The contract did not include a provision for the
20 accommodation of additional services. Respondent required payment in full prior to providing
21 the services and GR paid Respondent \$3,400. Respondent failed to provide the plans, became
22 uncommunicative and failed to refund GH the \$3,400 paid to Respondent.

23 31. On or about September 4, 2019, an enforcement analyst sent Respondent a letter
24 advising him of the allegations and requesting a written response no later than September 25,
25 2019. On October 15, 2019, the enforcement analyst sent an additional letter to Respondent that
26 required a response no later than November 29, 2019. Respondent failed to respond.

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1 **FIRST CAUSE FOR DISCIPLINE**

2 (Breach of Contracts)

3 32. Respondent is subject to disciplinary action under Code section 6775, subdivision (d)
4 in that Respondent breached and violated numerous contracts as specified in paragraphs 10-31,
5 which are incorporated herein.

6 **SECOND CAUSE FOR DISCIPLINE**

7 (Failure to Comply with Contract Requirements)

8 33. Respondent is subject to disciplinary action under Code section 6749, subdivision
9 (a)(4) in that Respondent entered into contracts that failed to include descriptions of the procedure
10 that the professional engineer and the client will use to accommodate additional services, as
11 specified in paragraphs 10-31, which are incorporated herein.

12 **THIRD CAUSE FOR DISCIPLINE**

13 (Failure to Respond to Written Requests)

14 34. Respondent is subject to disciplinary action under Code section 6775.2, subdivisions
15 (a), in conjunction with Code section 6775, in that Respondent failed to respond to written
16 requests from the representative of the board to cooperate in the investigation of complaints, as
17 specified in paragraphs 10-31, which are incorporated herein.

18 **DISCIPLINE CONSIDERATIONS**

19 35. To determine the degree of discipline, if any, to be imposed on Respondent,
20 Complainant alleges that on or about December 7, 2028, in a prior action entitled In the Matter of
21 the Accusation Against Michael Wesley Devine before the the Board for Professional Engineers,
22 Land Surveyors, in Case Number 1175-A, Respondent’s license was publically reprovod and
23 Respondent was ordered to pay administrative fines totaling \$1,250.00 and investigative costs in
24 the amount of \$1,522.50. The public reproval was based upon Respondent’s failure to comply
25 with two administrative citations. That decision is now final and is incorporated by reference as if
26 fully set forth.

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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 issue a decision:

1. Revoking or suspending Civil Engineer License Number C 45633, issued to Michael Wesley Devine;

2. Revoking or suspending Structural Engineer License Number S 4011, issued to Michael Wesley Devine;

3. Ordering Michael Wesley Devine to pay the Board for Professional Engineers, Land Surveyors, and Geologists the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3; and,

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

DATED: 6/9/20

Original Signed

RICHARD B. MOORE, PLS
Executive Officer
Board for Professional Engineers, Land Surveyors, and Geologists
Department of Consumer Affairs
State of California
Complainant

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