

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:)	
)	
RICHARD GARCIA CARRIZOSA)	Case No. 1090-A
150 Lyndhurst Ave)	
Hacienda Heights, CA 91745)	
)	
Civil Engineer License, No. C 25828,)	
)	
Respondent.)	
_____)	

DECISION

The attached Stipulated Surrender 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 November 10, 2016.

IT IS SO ORDERED October 13, 2016.

Original Signed

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

1 KAMALA D. HARRIS
Attorney General of California
2 MARC D. GREENBAUM
Supervising Deputy Attorney General
3 SHAWN P. COOK
Deputy Attorney General
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Attorneys for Complainant
7

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. 1090-A

12 **RICHARD GARCIA CARRIZOSA**
13 **150 Lyndhurst Ave.**
14 **Hacienda Heights, CA 91745**

**STIPULATED SURRENDER OF
LICENSE AND ORDER**

15 **Civil Engineer License No. C 25828**

16 Respondent.
17

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

20 **PARTIES**

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

25 2. Respondent Richard Garcia Carrizosa ("Respondent") is represented in this
26 proceeding by attorney Nannina L. Angioni, Esq., whose address is: Kaedian LLP Attorneys
27 2029 Century Park East, Suite 400, Los Angeles, CA 90067
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3. On or about August 20, 1975, the Board for Professional Engineers, Land Surveyors, and Geologists issued Civil Engineer License No. C 25828 to Richard Garcia Carrizosa (Respondent). The Civil Engineer License was in full force and effect at all times relevant to the charges brought in Accusation No. 1090-A and will expire on December 31, 2017, unless renewed.

JURISDICTION

4. Accusation No. 1090-A was filed before the Board for Professional Engineers, Land Surveyors, and Geologists (Board), Department of Consumer Affairs, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on August 11, 2016. Respondent timely filed his Notice of Defense contesting the Accusation. A copy of Accusation No. 1090-A is attached as Exhibit A and incorporated by reference.

ADVISEMENT AND WAIVERS

5. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. 1090-A. Respondent also has carefully read, fully discussed with counsel, and understands the effects of this Stipulated Surrender of License and Order.

6. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel, at his own expense; 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.

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

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1 CULPABILITY

2 8. Respondent understands that the charges and allegations in Accusation No. 1090-A, if
3 proven at a hearing, constitute cause for imposing discipline upon his Civil Engineer License.

4 9. For the purpose of resolving the Accusation without the expense and uncertainty of
5 further proceedings, Respondent agrees that, at a hearing, Complainant could establish a factual
6 basis for the charges in the Accusation and that those charges constitute cause for discipline.
7 Respondent hereby gives up his right to contest that cause for discipline exists based on those
8 charges.

9 10. Respondent understands that by signing this stipulation he enables the Board to issue
10 an order accepting the surrender of his Civil Engineer License without further process.

11 RESERVATION

12 11. The admissions made by Respondent herein are only for the purposes of this
13 proceeding, or any other proceedings in which the Board for Professional Engineers, Land
14 Surveyors, and Geologists or other professional licensing agency is involved, and shall not be
15 admissible in any other criminal or civil proceeding.

16 CONTINGENCY

17 12. This stipulation shall be subject to approval by the Board for Professional Engineers,
18 Land Surveyors, and Geologists. Respondent understands and agrees that counsel for
19 Complainant and the staff of the Board for Professional Engineers, Land Surveyors, and
20 Geologists may communicate directly with the Board regarding this stipulation and surrender,
21 without notice to or participation by Respondent or his counsel. By signing the stipulation,
22 Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the
23 stipulation prior to the time the Board considers and acts upon it. If the Board fails to adopt this
24 stipulation as its Decision and Order, the Stipulated Surrender and Disciplinary Order shall be of
25 no force or effect, except for this paragraph, it shall be inadmissible in any legal action between
26 the parties, and the Board shall not be disqualified from further action by having considered this
27 matter.
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13. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Surrender of License and Order, including Portable Document Format (PDF) and facsimile signatures thereto, shall have the same force and effect as the originals.

14. This Stipulated Surrender of License and 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 Surrender of License and 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.

15. 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 Order:

ORDER

IT IS HEREBY ORDERED that Civil Engineer License No. C 25828, issued to Respondent Richard Garcia Carrizosa, is surrendered and accepted by the Board for Professional Engineers, Land Surveyors, and Geologists. The Board will issue to Respondent a new Civil Engineer License that will not include an authorization to practice land surveying. Upon the issuance of the new Civil Engineer license, that license is immediately revoked; however, the revocation shall be stayed, and Respondent shall be placed on a period of probation for three (3) years, upon the following terms and conditions listed herein as "TERMS AND CONDITIONS OF PROBATION".

1. The surrender of Respondent's Civil Engineer License and the acceptance of the surrendered license by the Board shall constitute the imposition of discipline against Respondent. This stipulation constitutes a record of the discipline and shall become a part of Respondent's license history with the Board for Professional Engineers, Land Surveyors, and Geologists.

2. Respondent shall lose all rights and privileges as a Land Surveyor in California as of the effective date of the Board's Decision and Order.

3. Respondent shall cause to be delivered to the Board the pocket identification cards and wall certificate for the surrendered license on or before the effective date of the decision of

1 the Board adopting this stipulation. The Board shall not issue the new license until the pocket
2 identification cards and wall certificate for the surrendered license are received.

3 4. Respondent agrees not to petition for reinstatement of the surrendered license.
4 Respondent understands and agrees that should he wish to practice land surveying in California,
5 he must apply for licensure as a Land Surveyor and must comply with all the laws, regulations,
6 and procedures for licensure in effect at the time the application is filed, including but not limited
7 to submitting a completed application and the requisite fee and taking and passing the required
8 examination(s). Furthermore, all of the charges and allegations contained in Accusation No.
9 1090-A shall be deemed to be true, correct, and admitted by Respondent when the licensing
10 agency determines whether to grant or deny the petition.

11 TERMS AND CONDITIONS OF PROBATION

12 1. Within two and one-half (2 ½) years from the effective date of the decision, the
13 Respondent shall successfully complete and pass one (1) college-level civil engineering course,
14 which must be related to the area of violation alleged in the Accusation. Said course shall be
15 approved in advance by the Board or its designee. The Respondent shall provide the Board with
16 official proof of completion of the requisite course. For purposes of this condition, "college-level
17 course" means a course offered by a community college or a four-year university of three
18 semester units or the equivalent; it does not include seminars.

19 2. Within two and one-half (2 ½) years from the effective date of the decision, the
20 Respondent must successfully complete and pass a course in professional ethics, approved in
21 advance by the Board or its designee.

22 3. Within sixty (60) days from the effective date of the decision, the Respondent shall
23 successfully complete and pass the California Laws and Board Rules examination, as
24 administered by the Board.

25 4. Within thirty (30) days from the effective date of the decision, the Respondent shall
26 provide the Board with evidence that he has provided all persons or entities with whom he has a
27 contractual or employment relationship relating to professional engineering services with a copy
28 of the decision and order of the Board and shall provide the Board with the name and business

1 address of each person or entity required to be so notified. During the period of probation, the
2 Respondent may be required to provide the same notification to each new person or entity with
3 whom he has a contractual or employment relationship relating to professional engineering
4 services and shall report to the Board the name and address of each person or entity so notified.

5 5. The Respondent shall obey all federal, state, and local laws and regulations related to
6 the practices of professional engineering.

7 6. The Respondent shall submit such special reports as the Board may require.

8 7. The period of probation shall be tolled during the time the Respondent is practicing
9 exclusively outside the state of California. If, during the period of probation, the Respondent
10 practices exclusively outside the state of California, the Respondent shall immediately notify the
11 Board in writing.

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

18 9. Upon successful completion of all of the probationary conditions and the expiration
19 of the period of probation, the Respondent's newly issued Civil Engineer license shall be
20 unconditionally restored.

21 10. In exchange for these agreements, the Board will waive reimbursement of its costs of
22 investigation and prosecution in this matter.

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ACCEPTANCE

I have carefully read the above Stipulated Surrender of License and Order and have fully discussed it with my attorney, Nannina L. Angioni, Esq.. I understand the stipulation and the effect it will have on my Civil Engineer License. I enter into this Stipulated Surrender of License and 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: 9/21/2016 *Original Signed*
 RICHARD GARCIA CARRIZOSA
 Respondent

I have read and fully discussed with Respondent Richard Garcia Carrizosa the terms and conditions and other matters contained in this Stipulated Surrender of License and Order. I approve its form and content.

DATED: 9/21/16 *Original Signed*
 Nannina L. Angioni, Esq.
 Attorney for Respondent

ENDORSEMENT

The foregoing Stipulated Surrender of License and Order is hereby respectfully submitted for consideration by the Board for Professional Engineers, Land Surveyors, and Geologists of the Department of Consumer Affairs.

Dated: 10/3/16 Respectfully submitted,
 KAMALA D. HARRIS
 Attorney General of California
 MARC D. GREENBAUM
 Supervising Deputy Attorney General
Original Signed
 SHAWN P. COOK
 Deputy Attorney General
 Attorneys for Complainant

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Exhibit A

Accusation No. 1090-A

1 KAMALA D. HARRIS
Attorney General of California
2 MARC D. GREENBAUM
Supervising Deputy Attorney General
3 SHAWN P. COOK
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300 So. Spring Street, Suite 1702
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Attorneys for Complainant
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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. 1090-A

12 **RICHARD GARCIA CARRIZOSA**
13 **150 Lyndhurst Ave.**
14 **Hacienda Heights, CA 91745**

FIRST AMENDED ACCUSATION

15 **Civil Engineer License No. C 25828**

16 Respondent.

17 Complainant alleges:

18 **PARTIES**

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

22 2. On or about August 20, 1975, the Board for Professional Engineers, Land
23 Surveyors, and Geologists issued Civil Engineer License Number C 25828 to Richard
24 Garcia Carrizosa (Respondent). The Civil Engineer License was in full force and effect at
25 all times relevant to the charges brought herein and will expire on December 31, 2017,
26 unless renewed.

27 ///

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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 6701 of the Code defines a professional engineer as:
"Professional engineer," within the meaning and intent of this act, refers to a person engaged in the professional practice of rendering service or creative work requiring education, training and experience in engineering sciences and the application of special knowledge of the mathematical, physical and engineering sciences in such professional or creative work as consultation, investigation, evaluation, planning or design of public or private utilities, structures, machines, processes, circuits, buildings, equipment or projects, and supervision of construction for the purpose of securing compliance with specifications and design for any such work."

6. Section 6703 of the Code provides that:
"The phrase 'responsible charge of work' means the independent control and direction, by the use of initiative, skill, and independent judgment, of the investigation or design of professional engineering work or the direct engineering control of such projects. The phrase does not refer to the concept of financial liability."

7. Code Section 6749, subd. (a) provides:
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 the client's representative prior to the professional engineer commencing work, unless the client knowingly states in

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

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

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

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

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

11 (5) A description of the procedure to be used by both parties to terminate the
12 contract.”

13 8. Section 6770 of the Code states in pertinent part:

14 "(a) A licensee shall report to the board in writing the occurrence of any of the
15 following events that occurred on or after January 1, 2008, within 90 days of the date the
16 licensee has knowledge of the event:

17 * * *

18 (3) Any civil action judgment, settlement, arbitration award, or administrative
19 action resulting in a judgment, settlement, or arbitration award against the licensee in any
20 action alleging fraud, deceit, misrepresentation, breach or violation of contract,
21 negligence, incompetence, or recklessness by the licensee in the practice of professional
22 engineering if the amount or value of the judgment, settlement, or arbitration award is
23 fifty thousand dollars (\$50,000) or greater."

24 9. Section 6770.2 of the Code states:

25 "(a) Within 30 days of payment of all or any portion of any civil action judgment,
26 settlement, or arbitration award described in Section 6770 against a licensee of the board
27 in which the amount or value of the judgment, settlement, or arbitration award is fifty
28 thousand dollars (\$50,000) or greater, any insurer providing professional liability

1 insurance to that licensee shall report to the board the name of the licensee; the amount or
2 value of the judgment, settlement, or arbitration award; the amount paid by the insurer;
3 and the identity of the payee."

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

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

9 * * *

10 "(f) Aiding or abetting any person in the violation of any provision of this chapter or
11 any regulation adopted by the board pursuant to this chapter."

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

13 11. Section 6735 subd. (a) of the Code states:

14 (a) All civil (including structural and geotechnical) engineering plans, calculations,
15 specifications, and reports (hereinafter referred to as "documents") shall be prepared by, or
16 under the responsible charge of, a licensed civil engineer and shall include his or her name
17 and license number. Interim documents shall include a notation as to the intended purpose of
18 the document, such as "preliminary," "not for construction," "for plan check only," or "for
19 review only." All civil engineering plans and specifications that are permitted or that are to be
20 released for construction shall bear the signature and seal or stamp of the licensee and the date
21 of signing and sealing or stamping. All final civil engineering calculations and reports shall
22 bear the signature and seal or stamp of the licensee, and the date of signing and sealing or
23 stamping. If civil engineering plans are required to be signed and sealed or stamped and have
24 multiple sheets, the signature, seal or stamp, and date of signing and sealing or stamping shall
25 appear on each sheet of the plans. If civil engineering specifications, calculations, and reports
26 are required to be signed and sealed or stamped and have multiple pages, the signature, seal or
27 stamp, and date of signing and sealing or stamping shall appear at a minimum on the title
28 sheet, cover sheet, or signature sheet."

1 12. Code section 8708 provides:

2 “In order to safeguard property and public welfare, no person shall practice land
3 surveying unless appropriately licensed or specifically exempted from licensure under this
4 chapter, and only persons licensed under this chapter shall be entitled to take and use the titles
5 "licensed land surveyor," "professional land surveyor," or "land surveyor," or any
6 combination of these words, phrases, or abbreviations thereof.

7 13. Code section 8725 provides:

8 “Any person practicing, or offering to practice, land surveying in this state shall submit
9 evidence that he or she is qualified to practice and shall be licensed under this chapter. It is
10 unlawful for any person to practice, offer to practice, or represent himself or herself, as a land
11 surveyor in this state, or to set, reset, replace, or remove any survey monument on land in
12 which he or she has no legal interest, unless he or she has been licensed or specifically
13 exempted from licensing under this chapter.”

14 14. Code section 8729 provides in pertinent part:

15 “(a) This chapter does not prohibit one or more licensed land surveyors or civil
16 engineers licensed in this state prior to 1982 (hereinafter called civil engineers) from
17 practicing or offering to practice, within the scope of their licensure, land surveying as a sole
18 proprietorship, partnership, limited liability partnership, firm, or corporation (hereinafter
19 called business), if the following conditions are satisfied:

20 (1) A land surveyor or civil engineer currently licensed in the state is an owner, partner,
21 or officer in charge of the land surveying practice of the business.

22 (2) All land surveying services are performed by or under the responsible charge of a
23 land surveyor or civil engineer.

24 15. Code section 8759, subd. (a) provides: “A licensed land surveyor or
25 registered civil engineer authorized to practice land surveying shall use a written contract
26 when contracting to provide professional services to a client pursuant to this chapter. The
27 written contract shall be executed by the licensed land surveyor or registered civil
28 engineer and the client, or his or her representative, prior to the licensed land surveyor or

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

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

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

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

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

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

13 16. Code section 8761 provides in pertinent part:

14 (b) All maps, plats, reports, descriptions, or other land surveying documents shall be
15 prepared by, or under the responsible charge of, a licensed land surveyor or civil engineer
16 authorized to practice land surveying and shall include his or her name and license number.

17 ***

18 (d) All final maps, plats, reports, descriptions, or other land surveying documents
19 issued by a licensed land surveyor or civil engineer authorized to practice land surveying
20 shall bear the signature and seal or stamp of the licensee and the date of signing and sealing
21 or stamping. If the land surveying document has multiple pages or sheets, the signature, seal
22 or stamp, and date of signing and sealing or stamping shall appear, at a minimum, on the title
23 sheet, cover sheet or page, or signature sheet, unless otherwise required by law.

24 17. Code section 8762 provides:

25 (a) Except as provided in subdivision (b), after making a field survey in
26 conformity with the practice of land surveying, the licensed surveyor or licensed civil
27 engineer may file with the county surveyor in the county in which the field survey was
28 made, a record of the survey.

1 (b) Notwithstanding subdivision (a), after making a field surveying conformity
2 with the practice of land surveying, the licensed land surveyor or licensed civil engineer
3 shall file with the county surveyor in the county in which the field survey was made a record
4 of the survey relating to land boundaries or property lines, if the field survey discloses any
5 of the following:

6 (1) Material evidence or physical change, which in whole or in part does not appear
7 on any subdivision map, official map, or record of survey previously recorded or properly
8 filed in the office of the county recorder or county surveying department, or map or
9 survey record maintained by the Bureau of Land Management of the United States.

10 (2) A material discrepancy with the information contained in any subdivision map,
11 official map, or record of survey previously recorded or filed in the office of the county
12 recorder or the county surveying department, or any map or survey record maintained by
13 the Bureau of Land Management of the United States. For purposes of this subdivision, a
14 "material discrepancy" is limited to a material discrepancy in the position of points or
15 lines, or in dimensions.

16 (3) Evidence that, by reasonable analysis, might result in materially alternate
17 positions of lines or points, shown on any subdivision map, official map, or record of
18 survey previously recorded or filed in the office of the county recorder or the county
19 surveying department, or any map or survey record maintained by the Bureau of Land
20 Management of the United States.

21 (4) The location, relocation, establishment, reestablishment, or retracement of one or
22 more points or lines not shown on any subdivision map, official map, or record of survey,
23 the positions of which are not ascertainable from an inspection of the subdivision map,
24 official map, or record of survey.

25 (5) The points or lines set during the performance of a field survey of any
26 parcel described in any deed or other instrument of title recorded in the county recorder's
27 office are not shown on any subdivision map, official map, or record of survey.

28 ///

1 (c) The record of survey required to be filed pursuant to this section shall be
2 filed within 90 days after the setting of boundary monuments during the performance of a
3 field survey or within 90 days after completion of a field survey, whichever occurs first.

4 (d) (1) If the 90-day time limit contained in subdivision (c) cannot be complied
5 with for reasons beyond the control of the licensed land surveyor or licensed civil engineer,
6 the 90-day time period shall be extended until the time at which the reasons for delay are
7 eliminated. If the licensed land surveyor or licensed civil engineer cannot comply with the
8 90-day time limit, he or she shall, prior to the expiration of the 90-day time limit, provide
9 the county surveyor with a letter stating that he or she is unable to comply. The letter shall
10 provide an estimate of the date for completion of the record of survey, the reasons for the
11 delay, and a general statement as to the location of the survey, including the assessor's
12 parcel number or numbers.

13 (2) The licensed land surveyor or licensed civil engineer shall not initially be
14 required to provide specific details of the survey. However, if other surveys at the same
15 location are performed by others which may affect or be affected by the survey, the licensed
16 land surveyor or licensed civil engineer shall then provide information requested by the
17 county surveyor without unreasonable delay.

18 18. Code section 8772 provides in pertinent part: "Any monument set by a
19 licensed land surveyor or registered civil engineer to mark or reference a point on a
20 property or land line shall be permanently and visibly marked or tagged with the
21 certificate number of the surveyor or civil engineer setting it, each number to be preceded
22 by the letters "L.S." or "R.C.E.," respectively, as the case may be or, if the monument is
23 set by a public agency, it shall be marked with the name of the agency and the political
24 subdivision it serves."

25 19. Code section 8773 provides in pertinent part: "(a) Except as provided in
26 subdivision (b) of Section 8773.4, a person authorized to practice land surveying in this
27 state shall complete, sign, stamp with his or her seal, and file with the county surveyor or
28 engineer of the county where the corners are situated, a written record of corner

1 establishment or restoration to be known as a "corner record" for every corner established
2 by the Survey of the Public Lands of the United States, except "lost corners," as defined
3 by the Manual of Surveying Instructions (2009), published by the federal Bureau of Land
4 Management and every accessory to such corner which is found, set, reset, or used as
5 control in any survey by such authorized person.”

6 20. Code section 8780 provides: “The board may, upon its own initiative or upon
7 the receipt of a complaint, investigate the actions of any land surveyor licensed under this
8 chapter or any civil engineer licensed under the provisions of Chapter 7 (commencing
9 with Section 6700) who is legally authorized to practice land surveying and make findings
10 thereon. By a majority vote, the board may publicly reprove, suspend for a period not to
11 exceed two years, or revoke the license or certificate of any land surveyor licensed under
12 this chapter or civil engineer licensed under the provisions of Chapter 7 (commencing
13 with Section 6700) who is legally authorized to practice land surveying on any of the
14 following grounds:

15 (a) Any fraud, deceit, or misrepresentation in his or her practice of land surveying.

16 (b) Any negligence or incompetence in his or her practice of land surveying.

17 (c) Any fraud or deceit in obtaining his or her license.

18 (d) Any violation of any provision of this chapter or of any other law relating to or
19 involving the practice of land surveying.

20 (e) Any conviction of a crime substantially related to the qualifications, functions,
21 and duties of a land surveyor. The record of the conviction shall be conclusive evidence
22 thereof.

23 (f) Aiding or abetting any person in the violation of any provision of this chapter
24 or any regulation adopted by the board pursuant to this chapter.

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

26 (h) A violation in the course of the practice of land surveying of a rule or
27 regulation of unprofessional conduct adopted by the board.

28 ///

21. Section 404 of Title 16, California Code of Regulations states in pertinent part:

"For the purpose of the rules and regulations contained in this chapter, the following terms are defined. No definition contained herein authorizes the practice of engineering as defined in the Professional Engineers Act.

"(u) For the sole purpose of investigating complaints and making findings thereon under Sections 6775 and 8780 of the Code, 'incompetence' as used in Sections 6775 and 8780 of the Code is defined as the lack of knowledge or ability in discharging professional obligations as a professional engineer or land surveyor.

* * *

"(dd) For the sole purpose of investigating complaints and making findings thereon under Sections 6775 and 8780 of the Code, 'negligence' as used in Sections 6775 and 8780 of the Code is defined 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.

22. Section 404.1 of Title 16, California Code of Regulations states in part: (a) As used in the Professional Engineers Act, the term "responsible charge" directly relates to the extent of control a professional engineer is required to maintain while exercising independent control and direction of professional engineering services or creative work and to the engineering decisions which can be made only by a professional engineer.

(1) Extent of Control. The extent of control necessary to be in responsible charge shall be such that the engineer:

(A) Makes or reviews and approves the engineering decisions defined and described in subdivision (a)(2) below.

(B) In making or reviewing and approving the engineering decisions, determines the applicability of design criteria and technical recommendations provided by others before incorporating such criteria or recommendations.

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1 (2) Engineering Decisions. The term “responsible charge” relates to engineering
2 decisions within the purview of the Professional Engineers Act.

3 Engineering decisions which must be made by and are the responsibility of the
4 engineer in responsible charge are those decisions concerning permanent or temporary
5 projects which could create a hazard to life, health, property, or public welfare.

6 23. Section 404.2 of Title 16, California Code of Regulations states in part:

7 “The term “responsible charge” directly relates to the extent of control a licensed
8 land Surveyor or civil engineer legally authorized to practice land surveying (hereinafter
9 referred to as “legally authorized civil engineer”) is required to maintain while exercising
10 independent control and direction of land surveying work or services, and the land
11 surveying decisions which can be made only by a licensed land surveyor or legally
12 authorized civil engineer.

13 (1) Extent of Control. The extent of control necessary to be in responsible charge
14 shall be such that the land surveyor or legally authorized civil engineer:

15 (A) Makes or reviews and approves the land surveying decisions defined and
16 described in subdivision (a)(2) below.

17 (B) In making or reviewing and approving the land surveying decisions, determines
18 the applicability of survey criteria and technical recommendations provided by others
19 before incorporating such criteria or recommendations.

20 24. Section 411, subd (h) of Title 16, California Code of Regulations states:

21 “Each licensee shall include the date of signing and sealing immediately below or next to
22 the signature and seal.

23 25. Section 464 subd (c) of Title 16, California Code of Regulations states:

24 “The corner record [required by Section 8773] shall be filed within 90 days from the date
25 a corner was found, set, reset, or used as control in any survey. The provisions for
26 extending the time limit shall be the same as provided for a record of survey in Section
27 8762 of the Code.”

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

5 GROUP LAND SURVEYORS INC. (GLS)

6 27. Group Land Surveyors Inc. (hereafter, "GLS") was registered with the
7 California Secretary of State as a corporation, no. 3200478, on February 5, 2009, with its
8 principal address at 1436 N. Ayala Dr., Suite C, Rialto, CA 92376. GLS is owned by
9 Juan Carlos Garcia (hereafter, "Garcia1"), who has never been licensed by the Board.

10 28. Respondent met Garcia1 in 2009 through Miguel Alvarez, a retired civil
11 engineer who used to work with Garcia1 at GLS. Respondent began working with
12 Garcia1 at GLS in or about 2012. Respondent caused to file with the Board an
13 "Organization Record Form" on or about March 14, 2012 in which he listed Garcia1 as
14 "owner" and himself as "officer" with the professional services being civil engineering
15 and land surveying. During his association with GLS, Respondent was the only licensed
16 engineer or land surveyor on staff, which consisted of about five persons, including
17 Garcia1's son, Carlos Garcia (hereafter, "Garcia2") and two part-time receptionists.

18 29. Respondent stated his role at GLS was that of an engineer. Garcia1 or Garcia2
19 would travel to the property site and perform the calculations. They would then email the
20 information to Respondent for review. If Respondent approved the calculations, GLS would
21 then draw the plans using AutoCAD, because Respondent stated he does not own the
22 AutoCAD software. Once the plans were completed, Garcia1 or Garcia2 would take them
23 to Respondent for review, stamping, and signature. At that time, Garcia1 or Garcia2 would
24 pay Respondent for his services. Respondent stated he generally collected \$100.00 per
25 project and there was no written contract between himself and GLS. He did not have an
26 office at GLS, nor does he have direct access to client files. They correspond via telephone,
27 fax, and/or email, as respondent worked out of his residence, which he claimed was also a
28 "remote office" for GLS.

1 30. Respondent filed a notice of disassociation from GLS with the Board on or
2 about September 17, 2012, though he continued working with GLS thereafter.

3 Board Complaint # 2013-01-022; Survey for ND

4 FIRST CAUSE FOR DISCIPLINE

5 (Negligence)

6 31. Respondent is subject to disciplinary action under section 8780 subd. (b) of
7 the Code in conjunction with 16 C.C.R. section 404, subd. (dd), in that he failed as a
8 licensed professional engineer to use the care ordinarily exercised in like cases by duly
9 licensed professional engineers in good standing. The circumstances are as alleged in the
10 preceding paragraphs 27 through 30 and as follows:

11 32. On or about January 22, 2013, the Enforcement Unit of the Board received an
12 email message from ND regarding GLS. GLS had performed survey work under an
13 agreement with ND entered into on or about December 10, 2012 executed by Respondent
14 and concerning property located at 432 North Reese Avenue, Burbank, California. ND
15 believed that the survey markers did not have a license number on them; the survey was
16 not submitted to the County Surveyor's Office; and representatives from GLS failed to
17 respond to him. The Board investigated the ND complaint and retained an expert to
18 review the evidence. The expert concluded the following:

19 33. Respondent's survey was performed below the standard of care in that the
20 survey was done without adequate investigation of survey evidence for the area.

21 34. Ties were made to tract corners and street intersections to locate front lot
22 corners, but Respondent failed to reconcile differences at the back lot corners or block
23 corners.

24 35. Respondent placed markers with his license number untimely and only after
25 his client ND complained.

26 36. Respondent failed to meet responsible charge criteria on the ND project.
27 Respondent had little involvement and failed to analyze decisions made by non-licensees
28 under his charge.

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1 the preceding paragraphs 27 through 36 that are incorporated herein by reference as
2 though set forth in full.

3 SIXTH CAUSE FOR DISCIPLINE

4 (Failure to File Corner Record within 90 days of Setting Monuments or Completion of
5 Survey)

6 41. Respondent is subject to disciplinary action under section 8780 subd. (d) of
7 the Code in conjunction with 16 C.C.R. section 464, subd. (c) in that he failed to file a
8 corner record within ninety days of setting monuments or the completion of a field survey.
9 The circumstances are that Respondent did not file a corner record until on or about July
10 1, 2013, more than ninety days after setting monuments or the completion of a field
11 survey. The circumstances are as alleged in the preceding paragraphs 27 through 36 that
12 are incorporated herein by reference as though set forth in full.

13 Board Complaint # 2012-05-117; Survey for SA

14 SEVENTH CAUSE FOR DISCIPLINE

15 (Aiding and Abetting Unlicensed Activity)

16 42. Respondent is subject to disciplinary action under section 8780, subd. (f) of
17 the Code in that he aided or abetted another person in unlicensed activity or offering to
18 practice professional land surveying. Complainant incorporates the preceding paragraphs
19 27 through 30 as though they were fully set forth here. The circumstances are as follows:

20 43. On or about March 23, 2012, while Respondent was out of state, GLS entered
21 into a contract with SA for a boundary survey and to replace any missing property corners
22 for \$1,300 consideration. Respondent had quoted the price to SA and had spoken on the
23 phone with them. GLS sent a survey team of two men to the property on or about April 7,
24 2012. They put the boundary markers in and left. Upon walking the property, SA
25 observed that the markers placed were not anywhere near where the County Recorders
26 records show the property lines. The line of GLS's markers transected a neighbor's home.

27 44. Part of the contract required GLS to perform a research of available public
28 records at the City/County associated with the property. This was done by EV, a friend

1 of SA, who gave this information to GLS which gave EV a check for \$500.00 for her
2 services but did not deduct this from the contract. EV is neither an employee of GLS nor
3 a licensee of the Board.

4 45. SA repeatedly called and e-mailed GLS with no response back from them.
5 GLS did not complete the contract work. SA never received the specified durable
6 markers, with the identification stamp of the professional surveyor/engineer. They also
7 did not receive the map showing the property lines with dimensions and did not receive
8 the 11"x17" hard copies with Original Wet Seal as stated in contract.

9 46. Attempted communication between the client, SA, and Respondent were
10 unsuccessful, which led to the clients' decision to terminate the contract and request a full
11 refund. GLS subsequently issued a full refund to SA who filed a complaint with the
12 Board on or about May 21, 2012, asserting that GLS's work product was inaccurate and
13 that they failed to file a Record of Survey with the city.

14 47. During the investigation of the SA complaint, Respondent admitted to Board
15 Enforcement Analyst Tralee Morris ("Morris") on or about June 1, 2012 that he had only
16 recently been made aware of the complaint after a colleague opened his mail and had only
17 showed Respondent mail from Morris regarding other complaints to him the previous
18 day. In reference to the subject project, Respondent stated that he "signed" for GLS; that
19 he had not really been a part of the project, and that unlicensed individuals Garcia1 or his
20 son Garcia2, had forged Respondent's signature.

21 48. In an interview with Division of Investigation ("DOI") investigator Elsa
22 Alexander ("Alexander") on or about September 6, 2013, Respondent admitted that
23 Garcia1 was the sole owner of GLS and that he was paid by Garcia1 to review survey
24 work done by GLS. Respondent admitted that he permitted his electronic signature to be
25 applied to the written contract with SA as he was out of state at the time.

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1 EIGHTH CAUSE FOR DISCIPLINE

2 (Failure to Include Description of Procedure for Additional Services)

3 49. Respondent is subject to disciplinary action under section 8780 subd. (d) of
4 the Code in conjunction with section 8759, subd. (a)(4), in that he failed to include a
5 description of the procedure to be used to accommodate additional services in a written
6 contract to perform land surveying services. The circumstances are as alleged in the
7 preceding paragraphs 42 through 48 that are incorporated herein by reference as though
8 set forth in full.

9 NINTH CAUSE FOR DISCIPLINE

10 (Failure to Maintain Responsible Charge of Professional Land Surveying Services)

11 50. Respondent is subject to disciplinary action under section 8780 subd. (d) of
12 the Code in conjunction with 16 C.C.R. section 404.2 in that he failed to maintain
13 responsible charge of professional land surveying services. The circumstances are as
14 alleged in the preceding paragraphs 42 through 48 that are incorporated herein by
15 reference as though set forth in full.

16 Board Complaint # 2012-09-186; Licensed Land Surveyor DC (Consumers ST)

17 TENTH CAUSE FOR DISCIPLINE

18 (Aiding and Abetting Unlicensed Activity)

19 51. Respondent is subject to disciplinary action under section 8780, subd. (f) of the
20 Code in that he aided or abetted another person in unlicensed activity or offering to
21 practice professional land surveying. The circumstances are as alleged in the preceding
22 paragraphs 27 through 30 that are incorporated herein by reference as though set forth in
23 full, and as follows:

24 52. In or about early 2012, ST retained a professional engineer, DB in
25 conjunction with building an addition to their house located at 714 West Palm Avenue, El
26 Segundo ("West Palm Property"). Bids were obtained bids for land surveying, including
27 one for \$1,200 from GLS and one for \$8,000 from DC, a licensed land surveyor. ST
28 selected GLS since its bid was lowest.

1 53. ST's contact at GLS was an unlicensed individual, Carlos Manlo ("Manlo").
2 On or about February 24, 2012, ST entered into Contract #11192 ("Contract") with
3 Respondent listed as the civil engineer, on behalf of GLS, for professional land surveying
4 services that included a Boundary Survey/Topographic Survey Map. The Contract does
5 not contain Respondent's signature.

6 54. Within a month of the Contract, a GLS crew went to the Property and
7 performed a boundary and topographic survey. GLS prepared a "Boundary and
8 Topographic Exhibit" ("Survey"), no date, for a parcel described on said map as "Tract
9 No 1685 W 42.65 Ft. of Lot 6 Block 7" and bearing a copy of a seal for Respondent that
10 is not signed. Under a "Note" heading, it reads, "A boundary survey was performed for
11 this map". However, GLS failed to file a Record of Survey with the county, claiming that
12 ST would have to pay additional recording fees that were not addressed in the Contract.

13 55. The Survey prepared by GLS indicates the existence of possible locations of
14 boundaries along the easterly side of the parcel that are different from those depicted on
15 the original map of Tract 1685 and which are evidence of a material discrepancy. The
16 Survey shows only lines without any notation or dimensions, which may or may not be
17 boundaries. The Survey shows the basis of bearings to be the centerline of West Palm
18 Avenue, although no monumentation along said centerline is shown. That centerline is
19 depicted only as a dashed line northerly of the parcel. The basis of bearings may more
20 likely have been an existing wall along the westerly boundary of the parcel, the only
21 boundary that coincides exactly with the location of lines by GLS. The other boundaries
22 shown on the Survey do not coincide with the record boundaries, if those are what are
23 depicted by heavier lines, but instead may follow lines of occupation, which encroach
24 onto neighboring parcels and public ways, particularly on the easterly side, if the lighter
25 lines on the map are intended to indicate such. It is impossible to tell if that is the case
26 from the legend or any other indication on any of the maps. The lighter lines are not
27 dimensioned and may show either occupation, or an assertion of ownership that is hostile
28 to neighboring properties.

1 56. ST was unable to speak with Respondent about GLS's demanded extra
2 charge for recording the Survey but did have a discussion with Manlo at GLS. Manlo
3 demanded that the Taylors must pay additional survey filing fees. Ultimately, GLS agreed
4 to only charge for the topographic survey and reimburse ST half of the \$1,200.00. ST had
5 to repeatedly follow up until she finally obtained the partial refund.

6 57. DC was asked to perform a second boundary survey for the West Palm
7 Property by ST's engineer, DB. Upon review of the boundary and topographic reports,
8 DC was unable to determine boundary lines because there was no record of survey filed
9 with the county. DC reported to DB that a record of survey had not been filed by GLS.

10 58. DC filed a complaint with the Board against GLS because it failed to file a
11 record of survey for a boundary survey that GLS performed. DC attempted to contact
12 GLS in order to find out why a record of survey was not filed. DC spoke with Manlo a
13 few times about the issue. Manlo improperly claimed that because there was no
14 monumentation performed, a record of survey was not necessary. DC gave up arguing
15 with the unlicensed Manlo who did not understand the legal requirement for filing a
16 record of survey.

17 59. DC asked to speak to Respondent, the licensed engineer for GLS several
18 times, but Respondent was never available. DC left messages for Respondent that were
19 not returned. Several weeks later, DC received a "cc" of a letter from Respondent, stating
20 that he heard about DC's complaint through the Board and that he was not aware of the
21 West Palm Property. Respondent apologized for the misunderstanding and added that he
22 would do anything to correct the problem. DC did not reply to Respondent's "cc" letter.
23 During the Board's investigation of DC's complaint, Respondent admitted that if he had
24 been involved in the Project, he would have filed a Record of Survey without demanding
25 additional payment from ST. He also admitted that he did not think it important to keep a
26 record of contracts containing his name and authorization and provided a scan of his seal
27 to GLS.

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1 ELEVENTH CAUSE FOR DISCIPLINE

2 (Failure to Maintain Responsible Charge of Professional Land Surveying Services)

3 60. Respondent is subject to disciplinary action under section 8780 subd. (d) of
4 the Code in conjunction with 16 C.C.R. section 404.2 in that he failed to maintain
5 responsible charge of professional land surveying services. The circumstances are as
6 alleged in the preceding paragraphs 51 through 59 that are incorporated herein by
7 reference as though set forth in full.

8 TWELFTH CAUSE FOR DISCIPLINE

9 (Failure to Sign Contract for Land Surveying Services)

10 61. Respondent is subject to disciplinary action under section 8759, subd. (a) of
11 the Code in that he failed to execute the GLS Contract with ST. The circumstances are as
12 alleged in the preceding paragraphs 51 through 59 that are incorporated herein by
13 reference as though set forth in full.

14 THIRTEENTH CAUSE FOR DISCIPLINE

15 (Failure to Include Description of Procedure for Additional Services)

16 62. Respondent is subject to disciplinary action under section 8780 subd. (d) of
17 the Code in conjunction with section 8759, subd. (a)(4), in that he failed to include a
18 description of the procedure to be used to accommodate additional services in a written
19 contract to perform land surveying services. The circumstances are as alleged in the
20 preceding paragraphs 51 through 59 that are incorporated herein by reference as though
21 set forth in full.

22 FOURTEENTH CAUSE FOR DISCIPLINE

23 (Failed to Include Date of Stamping on Land Surveying Document)

24 63. Respondent is subject to disciplinary action under section 8780 subd. (d) of
25 the Code in conjunction with 16 C.C.R. section 411, subd. (h) in that he failed to include
26 the date of stamping on a land surveying document. The circumstances are as alleged in
27 the preceding paragraphs 51 through 59 that are incorporated herein by reference as
28 though set forth in full.

1 FIFTEENTH CAUSE FOR DISCIPLINE

2 (Failure to File Record of Survey Where Material Discrepancy)

3 64. Respondent is subject to disciplinary action under section 8780 subd. (d) of
4 the Code in conjunction with section 8762, subd. (b)(2) in that he failed to file a record of
5 survey after a survey results in evidence of a material discrepancy. The circumstances are
6 as alleged in the preceding paragraphs 51 through 59 that are incorporated herein by
7 reference as though set forth in full.

8 SIXTEENTH CAUSE FOR DISCIPLINE

9 (Failure to File Record of Survey Where Points or Lines Not Discernible)

10 65. Respondent is subject to disciplinary action under section 8780 subd. (d) of
11 the Code in conjunction with section 8762, subd. (b)(4) in that he failed to file a record of
12 survey after a survey results in location, relocation, establishment, reestablishment, or
13 retracement of one or more points or lines not shown on any subdivision map, official
14 map, or record of survey, the positions of which are not ascertainable from an inspection
15 of the subdivision map, official map, or record of survey. The circumstances are as
16 alleged in the preceding paragraphs 51 through 59 that are incorporated herein by
17 reference as though set forth in full.

18 SEVENTEENTH CAUSE FOR DISCIPLINE

19 (Negligence)

20 66. Respondent is subject to disciplinary action under section 8780 subd. (b) of
21 the Code in conjunction with 16 C.C.R. section 404, subd. (dd), in that he failed as a
22 licensed professional engineer to use the care ordinarily exercised in like cases by duly
23 licensed professional engineers in good standing as demonstrated by his failure to
24 maintain responsible charge. The circumstances are as alleged in the preceding
25 paragraphs 51 through 59 that are incorporated herein by reference as though set forth in
26 full.

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1 Board Complaint # 2012-10-212; Licensed Land Surveyor Dana S. Robie (Consumer
2 IG)

3 EIGHTEENTH CAUSE FOR DISCIPLINE

4 (Negligence)

5 67. Respondent is subject to disciplinary action under section 8780 subd. (b) of
6 the Code in conjunction with 16 C.C.R. section 404, subd. (dd), in that he failed as a
7 licensed professional engineer to use the care ordinarily exercised in like cases by duly
8 licensed professional engineers in good standing. The circumstances are as alleged in the
9 preceding paragraphs 27 through 30 and as follows:

10 68. In or about the first quarter of March 2012, IG was seeking a land surveyor to
11 provide her a FEMA Elevation Certificate for her property located at 1133 Viento Drive,
12 Hemet, CA 92543 ("Hemet Property") to be filed with the City of Hemet, as a part of an
13 escrow process for the home she was selling. IG found GLS via an online advertisement.
14 When she first contacted GLS, she spoke with the unlicensed individual, Carlos Manlo.
15 ("Manlo") She told Manlo that she needed an Elevation Certificate for FEMA
16 ("Certificate"). IG and GLS entered into a contract ("Contract1") for GLS to provide the
17 Certificate.

18 69. IG received a FEMA Elevation Certificate ("Certificate") FEMA Form 81-31
19 from GLS that shows Respondent as the certifying engineer, and the date March 16,
20 2012. IG attempted to file the Certificate with the City of Hemet; however the Certificate
21 was rejected for filing because it was "incomplete and outdated". IG attempted to contact
22 Respondent in order to get a corrected Certificate but was unable to do so with the
23 information she had.

24 70. Sometime after March 2012, IG contacted Manlo to discuss land surveying
25 services to provide a "Letter of Map Amendment". Manlo agreed to send her a price
26 quote. Instead of sending IG a written quote, Manlo sent her a contract ("Contract2") that
27 already had Respondent's signature on it. IG drove to the GLS office in Rialto to drop
28 off Contract2 that she signed and to pay the requested deposit. She met Manlo in an office

1 that had one desk and one computer. When she asked to speak with the engineer, Manlo
2 told her he was in San Diego working on a project.

3 71. Contract2 dated July 3, 2012, by which GLS agreed to provide a "Letter of
4 Map Amendment" was executed by IG and Respondent on behalf of GLS. Contract2 does
5 not specify a time for completion of the work nor reference any previous services
6 provided to IG nor Contract1.

7 72. After a few weeks, IG called to check on the status of Contract2, however,
8 Manlo and Respondent were not available. She continued to make follow-up calls and
9 sent emails requesting the status, but never received a response.

10 73. It took approximately three months for IG to receive a response from GLS to
11 her communications. Given the delay and lack of communication, IG decided to cancel
12 Contract2. She eventually spoke with Manlo who agreed to provide her with a refund
13 which she received on or about September 20, 2012. IG subsequently hired a different
14 company who completed the job within two weeks without incident.

15 74. On August 29, 2012, a phone call was made to GLS by the Joint Professional
16 Practices Committee ("JPPC") at the direction of Dana S. Robie ("Robie"), a member of
17 the organization, requesting the name of an individual authorized to practice land
18 surveying, GLS provided the name of Carlos Manlo, however, Manlo at all times herein
19 plead, has never been licensed by the Board.

20 75. The Board received a complaint from Robie on behalf of the JPPC,
21 concerning the IG contracts with GLS, alleging that Garcia1 was operating GLS without
22 a licensed professional on staff. During the investigation of the Complaint, GLS was
23 requested to provide the Contracts and project documents. GLS and Respondent were
24 unable to produce a copy of Contract1. GLS provided Contract2 and an Elevation
25 Certificate that predated Contract2, bearing a date of March 16, 2012 and the first page
26 of a document titled Letter of Map Revision Based on Fill Determination Document
27 (Removal) for the Hemet Property dated February 14, 2012. Respondent was unable to

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1 explain how the services for these two documents and their preparation occurred prior to
2 the written Contract2 without any other contract being executed by the client, IG.

3 NINETEENTH CAUSE FOR DISCIPLINE

4 (Aiding and Abetting Unlicensed Activity)

5 76. Respondent is subject to disciplinary action under section 8780, subd. (f) of
6 the Code in that he aided or abetted another person in unlicensed activity or offering to
7 practice professional land surveying. The circumstances are as alleged in the preceding
8 paragraphs 67 through 75 that are incorporated herein by reference as though set forth in
9 full.

10 TWENTIETH CAUSE FOR DISCIPLINE

11 (Failure to Include Description of Procedure for Additional Services)

12 77. Respondent is subject to disciplinary action under section 8780 subd. (d) of
13 the Code in conjunction with section 8759, subd. (a)(4), in that he failed to include a
14 description of the procedure to be used to accommodate additional services in a written
15 contract to perform land surveying services. The circumstances are as alleged in the
16 preceding paragraphs 67 through 75 that are incorporated herein by reference as though
17 set forth in full and as follows.

18 78. The purported Contract1 that was never provided to the Board and or did not
19 exist, did not provide a means for IG to contact Respondent for additional services after
20 the Certificate that bore Respondent's signature was rejected by the City of Hemet and IG
21 required a corrected Certificate.

22 79. Contract2 did not provide the means for IG to contact Respondent to obtain
23 the services agreed to and lacks language providing for negotiation of additional services.

24 TWENTY-FIRST CAUSE FOR DISCIPLINE

25 (Failure to Maintain Responsible Charge of Land Surveying Services)

26 80. Respondent is subject to disciplinary action under section 8780 subd. (d) of
27 the Code in conjunction with 16 C.C.R. section 404.2 in that he failed to maintain
28 responsible charge of land surveying services provided by GLS. The circumstances are as

1 alleged in the preceding paragraphs 67 through 75 that are incorporated herein by
2 reference as though set forth in full.

3 TWENTY-SECOND CAUSE FOR DISCIPLINE

4 (Incompetence)

5 81. Respondent is subject to disciplinary action under section 8780 subd. (b) of
6 the Code in conjunction with 16 C.C.R. section 404, subd. (u), in that he demonstrated
7 the lack of knowledge or ability in discharging professional obligations as a professional
8 engineer or land surveyor. The circumstances are as alleged in the preceding paragraphs
9 67 through 75 that are incorporated herein by reference as though set forth in full and as
10 follows:

11 82. Respondent failed to have Contracts prepared, or cause to be prepared,
12 that conform to the requirements of section 8759.

13 83. Respondent should have known that the service of providing a Certificate
14 pursuant to Contract1 entailed that the Certificate be correctly completed and able to be
15 filed with the City of Hemet. Further, when the City rejected the Certificate, Respondent
16 should have provided a corrected Certificate capable of being recorded when IG attempted
17 to contact him.

18 Division of Investigation (DOI) Investigation # 13-06740-PE ; Undercover
19 Operation re Aiding and Abetting Unlicensed Activity.

20 TWENTY-THIRD CAUSE FOR DISCIPLINE

21 (Negligence)

22 84. Respondent is subject to disciplinary action under section 8780 subd. (b) of
23 the Code in conjunction with 16 C.C.R. section 404, subd. (dd), in that he failed as a
24 licensed professional engineer to use the care ordinarily exercised in like cases by duly
25 licensed professional engineers in good standing as demonstrated by his failure to
26 maintain responsible charge. The circumstances are as follows:

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1 85. On August 21, 2013, the Board received an anonymous written complaint
2 alleging that Juan Villarruel, (“Villarruel”) aka, Juan Ramos, president of CDS Consulting
3 Group, Inc., aka, Power Land, was practicing as a civil engineer and land surveyor
4 without valid licenses issued by the Board. The complaint alleged that Villarruel had
5 altered the professional signature of Respondent on plans submitted to the City of
6 Downey that were accepted only with an electronic stamp of Respondent. The complaint
7 further alleged Villarruel illegally advertised the services of civil engineering and land
8 surveying without a licensed engineer as an owner or officer of the company

9 86. On September 18, 2013, the Board requested that the Division of Investigation
10 of the Department of Consumer Affairs (“DOI”) conduct an investigation. The case was
11 assigned to DOI Investigator Frank Foster (“Foster”). Following an undercover
12 investigation on or about April 2, 2014 in which Villarruel, later identified as Juan Ramos
13 (“Ramos”) illegally offered to give Foster an estimate for a land survey to establish
14 property boundaries, build a driveway and establish elevations for a handicap ramp,
15 including completion of a topographic map to show partial drainages, Ramos stated that
16 Respondent is a licensed civil engineer and member of CDS Nationwide, Limited
17 Liability Company (LLC) (“CDS”).

18 87. Ramos stated that Respondent is the person who goes out to give estimates to
19 customers; however, today Ramos decided to give the estimate because the property
20 location was close to his home. Ramos admitted he should not have come out by himself
21 to give the estimate, and Ramos was “sorry for any inconvenience”. Ramos stated usually
22 Respondent along with another worker and himself go out to give estimates. Ramos and
23 the other worker would take measurements for Respondent who would provide the land
24 surveying and civil engineering work for the customer

25 88. In an interview on or about April 14, 2014, Respondent stated to Foster that
26 he was not an officer or employee of CDS but was paid on a project basis to provide civil
27 engineering; take site measurements, draw the plot plan and gave the plan to Villarruel
28 who is the AutoCAD designer for Nationwide. After Villarruel completed the plans, he

1 would go back to Respondent for the final proof. Respondent claimed he stamped and
2 signed the plans and Villarruel submitted the plans to the City. Respondent denied that he
3 allowed anyone at CDC to use his stamp where Respondent did not have involvement in
4 the job.

5 89. Respondent was shown a Tentative Parcel Map obtained from the City of
6 Downey for the project located at 9528 Lemoran Ave., Downey, CA, that showed
7 Respondent's stamp without his signature. When asked to explain why his signature was
8 not there, Respondent stated that Villarruel was preprinting Respondent's stamp on all
9 the plans they were working on.

10 90. Respondent stated that he had told Villarruel to stop doing this about eight (8)
11 weeks ago. Respondent stated he remembered this project and possibly Villarruel
12 submitted the plans to the City of Downey in a "rush" before obtaining Respondent's
13 signature. Respondent claimed to be "surprised" to see this.

14 91. CDS never filed a "Statement of Information" with the California Secretary of
15 State, that would have listed Respondent as a member of the LLC; and the State of
16 California Secretary of State does not have Respondent listed as an Officer or Director of
17 CDS Consulting Group, Inc.

18 TWENTY-FOURTH CAUSE FOR DISCIPLINE

19 (Failure to Maintain Responsible Charge of Land Surveying Services)

20 92. Respondent is subject to disciplinary action under section 8780 subd. (d) of
21 the Code in conjunction with 16 C.C.R. section 404.2 in that he failed to maintain
22 responsible charge of land surveying services provided by CDS. The circumstances are as
23 alleged in the preceding paragraphs 85 through 91 that are incorporated herein by
24 reference as though set forth in full.

25 TWENTY-FIFTH CAUSE FOR DISCIPLINE

26 (Aiding and Abetting Unlicensed Activity)

27 93. Respondent is subject to disciplinary action under section 8780, subd. (f) of
28 the Code in that he aided or abetted another person in unlicensed activity or offering to

1 practice professional land surveying. The circumstances are as alleged in the preceding
2 paragraphs 85 through 91 that are incorporated herein by reference as though set forth in
3 full.

4 Board Complaint # 2012-04-092; Anonymous complaint regarding aiding and
5 abetting Fernando Nunez.

6 TWENTY-SIXTH CAUSE FOR DISCIPLINE

7 (Aiding and Abetting Unlicensed Activity)

8 94. Respondent is subject to disciplinary action under section 6775, subd. (f) of
9 the Code in that he aided or abetted another person in unlicensed activity or offering to
10 practice professional civil engineering. The circumstances are as follows:

11 95. On April 4, 2012, the Board received a letter, dated March 29, 2012, from an
12 anonymous source regarding Fernando Peralta Nunez ("Nunez"), formerly a licensed
13 civil and geotechnical engineer. The anonymous complainant included a copy of a Soils
14 Investigation Report and Liquefaction Potential Analysis for Proposed Improvements,
15 AIN 2035-014-006, Lot 38, Tract No. 20759, 6131 Fenwood Ave., Woodland Hills, CA.
16 NE 12007 ("Fenwood Project"), dated February 8, 2012 generated by "Nunez
17 Engineering" that was signed by Nunez as an "engineering consultant," and signed by
18 Respondent including affixing his seal.

19 96. Pursuant to the Board's decision in the Matter of Accusation 839-A against
20 Nunez, he voluntarily surrendered his Civil Engineer License, No. C 16581, and his
21 Geotechnical Engineer License, No. GE 649. Effective October 14, 2011, Nunez was and
22 is no longer authorized to practice professional engineering and land surveying services..

23 97. On October 25, 2012, the matter was referred to the DOI and the case was
24 assigned to Investigator Elsa Alexander ("Alexander"). Alexander interviewed several
25 individuals, including Respondent and Nunez. Respondent was identified as the licensed
26 engineer assigned to be in responsible charge of business conducted by Nunez
27 Engineering and CSS Engineering, Inc., a separate entity that Respondent and Nunez had

28 ///

1 not yet formed or filed Organization Record with the Board as of the time of the initial
2 complaint.

3 98. Nunez filed an Organization Record with the Board for Nunez Engineering,
4 dated July 28, 1995, listing only Nunez in the business as owner, President and
5 responsible engineer in charge. An Organization Record for CSS Engineering, dated
6 August 23, 2012, identifying Respondent as President and responsible engineer in charge
7 and Nunez as Treasurer, was only filed with the Board five months after it had opened the
8 investigation in this matter.

9 99. Only Nunez executed the contract for the Fenwood Project with the consumer,
10 CI on or about January 19, 2012 and the payments for the \$3,000 contract price to
11 provide civil engineering services for a soils investigation report were made by two
12 checks payable only to Nunez. CI only had contact with Nunez by phone and had no
13 contact with Respondent. Both Nunez and Respondent admitted that their arrangement
14 was for Nunez to generally pay Respondent \$200 per project, sometimes more, to review
15 plans and stamp them. Nunez said that he and Respondent need each other. Nunez said
16 he needed someone who was licensed, and Respondent needed guidance with land
17 surveying.

18 TWENTY-SEVENTH CAUSE FOR DISCIPLINE

19 (Failure to Execute Written Contract for Civil Engineering Services)

20 100. Respondent is subject to disciplinary action under section 6775, subd. (h) of
21 the Code in conjunction with section 6749 subd. (a), in that he failed to execute a contract
22 with the consumer to provide civil engineering services. The circumstances are as alleged
23 in the preceding paragraphs 94 through 99 that are incorporated herein by reference as
24 though set forth in full.

25 TWENTY-EIGHTH CAUSE FOR DISCIPLINE

26 (Failure to Maintain Responsible Person in Charge of Professional Engineering Services)

27 101. Respondent is subject to disciplinary action under section 6775, subd. (h) of
28 the Code in conjunction with 16 C.C.R. section 404.1 in that he failed to maintain

1 responsible charge of professional engineering services. The circumstances are as alleged
2 in the preceding paragraphs 94 through 99 that are incorporated herein by reference as
3 though set forth in full.

4 TWENTY NINTH CAUSE FOR DISCIPLINE

5 (Failure to Include Date of Signing and Sealing Civil Engineering Document)

6 102. Respondent is subject to disciplinary action under section 6775, subd. (h) of
7 the Code 404.1 in conjunction with 16 C.C.R. section 411, subd. (h) 404.1 in that he failed
8 to include the date of signing and sealing civil engineering document. The circumstances
9 are as alleged in the preceding paragraphs 94 through 99 that are incorporated herein by
10 reference as though set forth in full.

11 Board Complaint # 2013-09-228; Survey for KH

12 THIRTIETH CAUSE FOR DISCIPLINE

13 (Aiding and Abetting Unlicensed Activity)

14 103. Respondent is subject to disciplinary action under section 8780, subd. (f) of
15 the Code in that he aided or abetted another person in unlicensed activity or offering to
16 practice professional land surveying. Complainant incorporates the preceding paragraphs
17 27 through 30 as though fully set forth herein. The circumstances are as follows:

18 104. On or about August 29, 2013, the Enforcement Unit of the Board received a
19 complaint form, dated August 22, 2013, from KH against Respondent. KH stated that she
20 hired GLS in January 2013 to perform a land survey and file the appropriate
21 documentation with the County Surveyor's Office for her property, located at 384 Bonhill
22 Road, Los Angeles, California ("Bonhill Property"). KH said she was told by GLS staff
23 that Los Angeles County Surveyor's Office ("County") was delaying the filings; however,
24 when she contacted County officials she was informed that there had been no submittals
25 for the project.

26 105. KH included with her complaint copies of the contract, proof of payment of
27 \$1,650, and a boundary map allegedly prepared by Respondent. On or about October 3,
28 2013, Board Enforcement Analyst Tralee Morris ("Morris") spoke on the telephone with

1 KH regarding GLS. KH stated that she had contacted GLS and spoke with “Adriana” to
2 mediate the matter as she had planned to file in small claims court. KH said an agreement
3 was reached to refund her money and have a corner record prepared and filed by Faustin
4 Gonzales (“Gonzales”), a licensed civil engineer authorized to practice land surveying.

5 106. KH had been told that access to her Bonhill Property would be necessary to
6 replace markers. KH stated the markers were iron pipes that were not tagged with a
7 license number. During the Board’s investigation of the matter, Respondent responded in
8 writing on or about October 21, 2013 to Morris’ inquiry and admitted that GLS was hired
9 in November 2012 to provide services for KH, after his departure from the company.
10 Respondent stated that he had an agreement to continue to provide licensed land surveying
11 services for GLS until a replacement was found.

12 107. Respondent stated that GLS hired Gonzales in March 2013. Respondent
13 stated that the Bonhill Property file was misplaced, and when it was found, Respondent
14 was told that the matter still required filing with the County. It was then agreed that
15 Gonzales would complete the project.

16 108. Respondent provided the Board investigator a copy of the Corner Record
17 allegedly prepared by Gonzales to submit to the County that indicated monuments had
18 been set bearing Gonzales' license number. Respondent also included copies of the
19 proposal for the Bonhill Property and maps related to the subject property.

20 109. On or about November 5, 2013, Morris telephoned the County and inquired
21 about the status of the matter. It was confirmed that a Corner Record had been received
22 but had not yet been checked. On or about November 6, 2013, Morris telephoned GLS
23 and spoke with Adriana, who stated she was unaware that a Corner Record had been filed
24 and that no one from GLS had visited the property in September or October 2013.

25 110. On or about January 30, 2014, Morris telephoned KH and inquired if the
26 markers set on her Bonhill Property had been changed to markers tagged with a license
27 number. KH advised that the tags had not been changed. Also on that date, Morris
28 exchanged email messages with Steve Knapp (“Knapp”) of the County. Knapp informed

1 Morris that the Corner Record had been returned to Gonzales on November 12, 2013, for
2 corrections, and that a revised Corner Record had not yet been received. Knapp provided a
3 copy of the subject Corner Record, along with another, unrelated, Corner Record
4 submitted by Gonzales.

5 THIRTY-FIRST CAUSE FOR DISCIPLINE

6 (Breach of Contract to Provide Professional Land Surveying Services)

7 111. Respondent is subject to disciplinary action under section 8780 subd. (g) of
8 the Code in that he breached the contract with Hughes for GLS to provide professional
9 land surveying services for failure to file a proper Corner Record with the County. The
10 circumstances are as alleged in the preceding paragraphs 103 through 110 that are
11 incorporated herein by reference as though set forth in full.

12 THIRTY-SECOND CAUSE FOR DISCIPLINE

13 (Failure to Include Description of Procedure for Additional Services)

14 112. Respondent is subject to disciplinary action under section 8780 subd. (d) of
15 the Code in conjunction with section 8759, subd. (a)(4), in that he failed to include a
16 description of the procedure to be used to accommodate additional services in a written
17 contract to perform land surveying services. The circumstances are as alleged in the
18 preceding paragraphs 103 through 110 that are incorporated herein by reference as though
19 set forth in full.

20 THIRTY-THIRD CAUSE FOR DISCIPLINE

21 (Failure to Properly Tag Monuments Set During a Field Survey)

22 113. Respondent is subject to disciplinary action under section 8780 subd. (d) of
23 the Code in conjunction with section 8772, for failure to properly tag monuments set
24 during a field survey. The circumstances are as alleged in the preceding paragraphs 103
25 through 110 that are incorporated herein by reference as though set forth in full.

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1 THIRTY-FOURTH CAUSE FOR DISCIPLINE

2 (Failure to Maintain Responsible Charge of Land Surveying Services)

3 114. Respondent is subject to disciplinary action under section 8780 subd. (d) of
4 the Code in conjunction with 16 C.C.R. section 404.2 in that he failed to maintain
5 responsible charge of land surveying services provided by GLS. The circumstances are
6 as alleged in the preceding paragraphs 103 through 110 that are incorporated herein by
7 reference as though set forth in full.

8 THIRTY-FIFTH CAUSE FOR DISCIPLINE

9 (Failure to File a Corner Record Within Ninety Days of Setting Monuments
10 or Completion of a Field Survey)

11 115. Respondent is subject to disciplinary action under section 8780 subd. (d) of
12 the Code in conjunction with 16 C.C.R. section 464, subd. (c) in that he failed to file a
13 corner record within ninety days of setting monuments or the completion of a field survey.
14 The circumstances are as alleged in the preceding paragraphs 103 through 110 that are
15 incorporated herein by reference as though set forth in full.

16 Board Complaint # 2014-10-242; Licensed Land Surveyor John Ostly (Consumer
17 PT)

18 THIRTY-SIXTH CAUSE FOR DISCIPLINE

19 (Negligence)

20 116. Respondent is subject to disciplinary action under section 8780 subd. (b) of
21 the Code in conjunction with 16 C.C.R. section 404, subd. (dd), in that he failed as a
22 licensed professional engineer to use the care ordinarily exercised in like cases by duly
23 licensed professional engineers in good standing. The circumstances are as alleged in the
24 preceding paragraphs 27 through 30 that are incorporated herein by reference as though
25 set forth in full and as follows:

26 117. On or about October 2, 2014, Board Enforcement Analyst Tralee Morris
27 (“Morris”) received an email from John Ostly, a professional land surveyor, who sent the
28 email on behalf of PT, owner of the property located at 1030 E. Tujunga in Burbank,

1 CA, regarding a complaint against Respondent for land surveying services rendered to
2 her ("PT Project"). Specifically, in his email Ostly stated that he had met with PT who
3 informed him that in March of 2014, Respondent had allegedly surveyed her property but
4 never filed a corner record with the County and had been unresponsive. Ostly further
5 stated in his email that Respondent had been hired to stake PT's property line for
6 construction of a patio structure. In addition to the email, Ostly provided photographs
7 showing PT's property; survey title block; and the easterly, or upper tag, that allegedly
8 shows an encroachment into the neighbor's garage by over one foot.

9 118. As part of her investigation, Morris contacted Respondent by letter dated
10 November 7, 2014 and requested all documentation for the PT Project. By letter dated
11 November 25, 2014, Respondent admitted that his company, CSS Engineering, Inc.,
12 ("CSS"), was retained to survey the PT property by the owner's contractor, JA.
13 Respondent submitted copies of several project related documents including the March 6,
14 2014, proposal agreement with scope of work including: "Perform a boundary survey to
15 set a tag on all four corners. A survey map will be prepared and provided by email and
16 bond copies. A corner record will also be submitted to the County Surveyor, as required"
17 executed by JA and Respondent and Nunez on behalf of CSS, and a copy of the subject
18 corner record.

19 119. On or about March 14, 2014, Respondent performed a field survey and set
20 monuments at property corners or witnessing property corners but did not submit the
21 associated corner record for filing by the County until on or about October 9, 2014, one
22 week after the complaint concerning the PT Project was filed with the Board and more
23 than 90 days after the setting of monuments. Respondent admitted to such in his letter
24 dated November 20, 2014 to the Board, stating, "Although we may not have complied
25 within the time allowed for submission, the Corner Record has been approved." The
26 County filed the Corner Record on October 21, 2014.

27 120. Respondent improperly performed the boundary survey using record
28 information, without verifying the location of the alley southeasterly of Lot 28.

Respondent failed to establish an adjoining public right of way (alley) which would control the location of the southeasterly line of the property being surveyed.

THIRTY-SEVENTH CAUSE FOR DISCIPLINE

(Failure to Include Procedure to Terminate Contract)

121. Respondent is subject to disciplinary action under section 8780 subd. (d) of the Code in conjunction with section 8759, subd. (a)(5) in that he failed to include in the written contract the procedure to terminate the contract. The circumstances are as alleged in the preceding paragraphs 116 through 120 that are incorporated herein by reference as though set forth in full.

THIRTY-EIGHTH CAUSE FOR DISCIPLINE

(Failure to Include Procedure to Terminate Contract)

122. Respondent is subject to disciplinary action under section 8780 subd. (d) of the Code in conjunction with section 8773 in that he failed to file a corner record within ninety (90) days after setting monumentation. The circumstances are as alleged in the preceding paragraphs 116 through 120 that are incorporated herein by reference as though set forth in full.

Board Complaints # 2014-05-113; Licensed Land Surveyor John Ostly (RS Property) and # 2014-08-191; LS, Consumer

THIRTY-NINTH CAUSE FOR DISCIPLINE

(Negligence)

123. Respondent is subject to disciplinary action under section 8780 subd. (b) of the Code in conjunction with 16 C.C.R. section 404, subd. (dd), in that he failed as a licensed professional engineer to use the care ordinarily exercised in like cases by duly licensed professional engineers in good standing. The circumstances are as alleged in the preceding paragraphs 27 through 30 that are incorporated herein by reference as though fully set forth, and as follows:

124. On or about May 27, 2014, John Ostly ("Ostly"), professional land surveyor and Chair of the Los Angeles Chapter of the Joint Professional Practices Committee

1 (JPPC) telephoned Tiffany Criswell ("Criswell"), former Enforcement Analyst, currently
2 the Board's Enforcement Program Manager and informed her that while he was at the
3 office of the Los Angeles County Department of Public Works ("County") the previous
4 week he witnessed a property owner, LS inquire about a survey map prepared by
5 Respondent for property owned by LS's neighbor, RS, located at 1684 Navarro Avenue,
6 Pasadena, CA ("RS Property").

7 125. Upon discovering this, Ostly had contacted Respondent to discuss the matter.
8 Respondent told Ostly that he (Respondent) was a structural engineer and did not know
9 what he was doing. Ostly cautioned Respondent about practicing in his area of
10 competency to which Respondent admitted that "he lets his 'surveyors' do the work."

11 126. Later in the afternoon of May 27, 2014, Criswell telephoned Steven Knapp
12 ("Knapp"), Chief at the County, and left a message requesting a copy of the subject
13 Corner Record. Criswell subsequently followed up with an email request to Knapp. In
14 response, Knapp forwarded Criswell a copy of the subject Corner Record in addition to
15 other project related documents.

16 127. On June 5, 2014, the matter was referred to the Department of Consumer
17 Affairs' Division of Investigation ("DOI") and assigned to Investigator Frank Foster
18 ("Foster"). As part of his investigation, Foster collected documents related to the matter
19 and conducted interviews with Ostly, LS, Knapp, and Respondent, with Juan Villarruel,
20 aka, Juan Ramos ("Ramos") present for Respondent's interview.

21 128. LS is the owner of the property located at 1676 Navarro Ave., Pasadena, CA
22 that is adjacent to the RS Property. On or about April 28, 2014, LS went to the County to
23 inquire if RS had filed and obtained a Record of Survey. LS was informed by the County
24 that neither a Corner Record nor Record of Survey had been submitted by RS. LS stated
25 that construction on the RS Property that had begun in or about October 2013 encroached
26 onto his property by 15 to 20 inches.

27 129. In or about January 2014, RS had asked LS to move a storage shed, claiming
28 it was on his (RS's) property and he wanted to construct a fence. LS disputed the

1 contention that the fence was on RS's property and RS stated that he had a survey done
2 but refused LS's request to examine the survey, only allowing him to copy down the
3 surveyor's name and telephone number.

4 130. In January 2014, LS observed that Respondent had performed a survey of the
5 RS Property since he saw Respondent's marker nailed to a wooden stake that was
6 pounded into the ground next to LS's property line.

7 131. LS measured the property in RS's presence to show that his (LS's) lot
8 measured forty (40) feet wide as listed on the subdivision map, which did not correlate
9 with Respondent's mark; however RS insisted that Respondent's mark was correct and
10 stated he would not remove the fence that LS contended had been built on LS' property.
11 LS telephoned to Respondent and left a message though his call was not returned.

12 132. On or about February 10, 2014, LS was informed by the City that RS had not
13 been issued a building permit for a wooden fence that he had constructed after tearing
14 down a chain-link fence that LS believed was on his property. LS then filed a complaint
15 with the City.

16 133. On or about April 28, 2014, LS went to the County to inquire if RS had filed
17 and obtained a Record of Survey. The County informed LS that neither a Corner Record
18 nor Record of Survey had been submitted by RS. LS then filed a complaint with the
19 County that neither a Corner Record nor Survey of Record had been filed for the RS
20 Property. Construction stopped on or about May 22, 2014.

21 134. Previously, RS had submitted a Building Permit Application to the City on
22 September 23, 2013. On April 22, 2014, RS was issued a Building Permit for the RS
23 Property. On May 22, 2014, a Construction Site Complaint was filed by LS with the City
24 concerning the RS Property. On May 22, 2014, the City notified RS they would not
25 approve any further work on the RS Property until he obtained a recorded Record of
26 Survey from the County.

27 135. RS had hired CDS Nationwide, Limited Liability Company (LLC) ("CDS")
28 in or about October or November 2013 to survey the RS Property. The Organization

1 Record Form for CDS indicates the only professional services provided by the firm are
2 Land Surveying. It also lists Respondent as an officer of the company and the licensee in
3 responsible charge of professional Land Surveying services.

4 136. Respondent's surveying crew for the RS Property consisted of the unlicensed
5 Ramos and Manuel Leon. ("Leon"). Respondent's crew made three separate visits to the
6 RS Property and Respondent went out on the last visit, on or about July 10, 2014. The
7 first time they did a Corner Record and relied on existing tags that had been there for
8 many years. They also went "off the book" and all three records were off. Respondent
9 admitted that on the third attempt when he went to the RS Property that the original tags
10 were off by twelve (12) inches and when he went out there and remeasured they were off
11 by six (6) inches.

12 137. Respondent or his crew performed a survey and set survey monuments on or
13 about December 13, 2013. Respondent submitted the Corner Record to the county on
14 May 8, 2014, beyond the ninety (90) day limit allowed by law. Respondent
15 misrepresented on the Corner Record he submitted to the County that the date of the
16 survey was April 1, 2014, months after it was actually performed.

17 138. By letter dated June 11, 2014, the County wrote to Respondent; "On your
18 Corner Record you show a measured distance of 629.21' along the Easterly right-of-way
19 of Navarro Street from the Southwesterly Corner of your block, thence Northerly to the
20 Southwest Corner of Lot 19 of said MR. The record distance of said line described above
21 is 630.98' as shown on your Corner Record. That differs from Record by 1.77'. It is the
22 opinion of this office that per Section 8765(d) of the Professional Land Surveyor's Act, a
23 Record of Survey should be filed."

24 139. Respondent prepared a Record of Survey and submitted it to the County on
25 June 26, 2014. The Record of Survey was returned by the County to Respondent on June
26 27, 2014 for revisions. On July 16, 2014, Respondent submitted a revised Record of
27 Survey for the RS Property that was returned by the County to Respondent on July 22,
28 2014 for revisions. On July 30, 2014, Respondent submitted a third Record of Survey that

1 was returned to Respondent on July 30, 2014 for the "Mylar." On August 6, 2014,
2 Respondent submitted the Mylar for the Record of Survey. The Record of Survey was
3 filed by the County on August 12, 2014.

4 140. On or about August 11, 2014, the Board received a written complaint from LS
5 that alleged Respondent had performed a survey for the RS Property that failed to meet
6 the standards of the Professional Land Surveyors Act; Respondent had taken more than
7 ten (10) months to complete the survey of the RS Property; and due to the "irregularities"
8 of Respondent's survey, if left unchecked could result in LS losing approximately twelve
9 (12) inches of his deeded property, leaving a lot size of 39 feet wide from the properties
10 deeded width of forty (40) feet.

11 FORTIETH CAUSE FOR DISCIPLINE

12 (Failure to File Corner Record or Record of Survey within Ninety Days)

13 141. Respondent is subject to disciplinary action under section 8780 subd. (d) of
14 the Code in conjunction with section 8762, subd. (c) and 16 C.C.R. section 464, subd. (c)
15 in that he failed to file a corner record or record of survey within ninety days of setting
16 markers. The circumstances are as alleged in the preceding paragraphs 123 through 140
17 that are incorporated herein by reference as though set forth in full.

18 FORTY-FIRST CAUSE FOR DISCIPLINE

19 (Incompetence)

20 142. Respondent is subject to disciplinary action under section 8780 subd. (b) of
21 the Code in conjunction with 16 C.C.R. section 404, subd. (u), in that he demonstrated
22 the lack of knowledge or ability in discharging professional obligations as a professional
23 engineer or land surveyor. The circumstances are as alleged in the preceding paragraphs
24 123 through 140 that are incorporated herein by reference as though set forth in full and as
25 follows:

26 143. Respondent showed a clear lack of knowledge and ability in discharging
27 his professional obligations when he filed a Corner Record, instead of a Record of Survey
28

1 for the RS Property even though there was a significant discrepancy between his
2 measurements and the record distances along Navarro Street.

3 144. Respondent showed a clear lack of ability in discharging his professional
4 obligations when he filed a corner record and record of survey with the County of Los
5 Angeles for his survey that have significantly different measurements along the center line
6 of Navarro Street, causing him to reset the corner monuments for the RS Property in
7 different locations.

8 145. Respondent showed a clear lack of ability in discharging his professional
9 obligations when he failed to indicate the found nails at the intersections of the center
10 lines of Howard Street and Tremont Avenue with Navarro Street on his Record of Survey,
11 even though on his Corner Record he indicated he found them. A Record of Survey is
12 required to show all monuments found, set, reset, replaced or removed.

13 146. These monuments were especially important as they had been used by
14 previous surveyors to establish the locations of the same intersections Respondent was
15 establishing and they appear to indicate a significantly different location for the
16 intersection of Tremont Avenue and Navarro Street than the one established by
17 Respondent.

18 Board Complaint # 2014-09-195; Rick Hobbie, City of Downey, regarding aiding
19 and abetting Anibal Edwardo Abolsky.

20 FORTY-SECOND CAUSE FOR DISCIPLINE

21 (Negligence)

22 147. Respondent is subject to disciplinary action under section 6775, subd. (c) of
23 the Code in that his conduct fell below the standard of care in the practice of professional
24 civil engineering. The circumstances are as follows:

25 148. In the latter part of 2013, plans were submitted to the City of Downey
26 Building Department ("City") for a second story addition to an existing Temple Building.
27 The plans included architectural, structural, mechanical, electrical and plumbing plans.
28 Structural calculations and a Title 24 energy analysis were also submitted. The

1 architectural and structural plans (and the structural calculations) were stamped and signed
2 by Respondent. The 'architectural' design and drawings had been done by an unlicensed
3 architectural designer, Rodrigo Coba Salas ("Salas"), and submitted under the signature
4 of Respondent, since Salas was not a licensed architect.

5 149. In performing the work, Respondent used the services of Anibal Edwardo
6 Abolsky ("Abolsky"), an unlicensed technical representative working under Respondent.

7 150. On or about November 14, 2013, the City approved the plans ("Final Set").
8 Reportedly, a Building Permit was issued and construction began. In about March 2014,
9 it was noted that certain additional details would be needed, including one indicating how
10 to connect new concrete grade beams (foundation tie beams) to the existing footings of the
11 Port-Cochere. Two additional details were submitted and approved on March 11, 2014.

12 151. At about this same time, the City's construction inspector had been to the site
13 and noted that the tie beams were not in the process of being built. Consequently, the City
14 asked that the engineer of record (structural or civil) go to the site and provide a structural
15 observation report regarding these tie beams.

16 152. Following this, on or about March 25, 2014, Respondent issued a 'Structural
17 Observation Report' ("Report No. 1") for the subject beam(s) stating "No Deficiencies".
18 When the City inspector went to the site thereafter, he determined that construction of
19 these tie beams had not yet begun.

20 153. The City then called a project meeting at which the owner, contractor,
21 designer and 'structural' engineer of record were reportedly present. There was
22 dissatisfaction with the performance of the contractor, architectural designer and engineer.
23 The City was unaware that Abolsky was unlicensed and that he had played a significant
24 role in the engineering aspects of the project, when Respondent was the engineer of
25 record.

26 154. In preparing Report No. 1, Respondent relied upon Abolsky's representations
27 regarding the tie beams at the existing Port-Cochere and that such were being constructed
28 in accordance with the approved details, when in fact, this was not the case. Without

conducting his own inspection, Respondent signed Report No. 1 which did not designate that another engineer had done the inspection. The standard of care is that a licensed engineer cannot rely on site conditions reported to him by a technician who is not a licensed engineer. Respondent's conduct fell below the standard of care.

155. Following this meeting, certain procedural changes were made and the project was completed. After the meeting, a second "Structural Observation Report", ("Report No. 2") was prepared by Respondent on or about April 3, 2014 and accepted by the City.

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 25828, issued to Richard Garcia Carrizosa

2. Ordering Richard Garcia Carrizosa 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;

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

DATED: 8/4/16

LA2014511931
FINAL Accusation Carrizosa.docx

Original Signed

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