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:))
RAY RESHAT ZEQOLLARI 28101 Sycamore Mesa Rd Temecula, CA 92590)))
Land Surveyor License, No. L 8346,)
Respondent.)

Case No. 1234-A

DECISION

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the

Board for Professional Engineers, Land Surveyors, and Geologists as its Decision in the above-

entitled matter.

This Decision shall become effective on <u>December 9, 2021</u>.

IT IS SO ORDERED _________. November 9, 2021 _____.

Orígínal Sígned

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

1	XAVIER BECERRA	
2	Attorney General of California GREGORY J. SALUTE	
3	Supervising Deputy Attorney General RITA M. LANE	
4	Deputy Attorney General State Bar No. 171352	
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7	Telephone: (619) 738-9421 Facsimile: (619) 645-2061	
8	Attorneys for Complainant	
9	BEFOR	Е ТНЕ
10	BOARD FOR PROFESSIONAL ENGINEERS, LAND SURVEYORS, AND GEOLOGISTS	
11	DEPARTMENT OF CO STATE OF C	ONSUMER AFFAIRS
12		
13	In the Matter of the Accusation Against:	Case No. 1234-A
14	RAY RESHAT ZEQOLLARI	
15	28101 Sycamore Mesa Road Temecula, CA 92590	STIPULATED SETTLEMENT AND DISCIPLINARY ORDER
16	Land Surveyor License No. L 8346	
17	Respondent.	
18		
19	IT IS HEREBY STIPULATED AND AGR	EED by and between the parties to the above-
20	entitled proceedings that the following matters are	
21	PART	
22) is the Executive Officer of the Board for
23	Professional Engineers, Land Surveyors, and Geo	
24	his official capacity and is represented in this mat	
25	State of California, by Rita M. Lane, Deputy Atto	
26		spondent) is representing himself in this
27	proceeding and has chosen not to exercise his righ	n to be represented by counsel.
28		
		STIPULATED SETTLEMENT (Case No. 1234-A)

1	3. On or about July 27, 2007, the Board for Professional Engineers, Land Surveyors,
2	and Geologists (Board) issued Land Surveyor License No. L 8346 to Respondent. The Land
3	Surveyor License was in full force and effect at all times relevant to the charges brought in
4	Accusation No. 1234-A, and will expire on December 31, 2021, unless renewed.
5	JURISDICTION
6	4. First Amended Accusation No. 1234-A was filed before the Board, and is currently
7	pending against Respondent. The First Amended Accusation and all other statutorily required
8	documents were properly served on Respondent on October 7, 2021. Respondent timely filed his
9	Notice of Defense contesting the Accusation.
10	5. A copy of First Amended Accusation No. 1234-A is attached as Exhibit A and
11	incorporated herein by reference.
12	ADVISEMENT AND WAIVERS
13	6. Respondent has carefully read, and understands the charges and allegations in First
14	Amended Accusation No. 1234-A. Respondent has also carefully read, and understands the
15	effects of this Stipulated Settlement and Disciplinary Order.
16	7. Respondent is fully aware of his legal rights in this matter, including the right to a
17	hearing on the charges and allegations in the Accusation; the right to be represented by counsel at
18	his own expense; the right to confront and cross-examine the witnesses against him; the right to
19	present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel
20	the attendance of witnesses and the production of documents; the right to reconsideration and
21	court review of an adverse decision; and all other rights accorded by the California
22	Administrative Procedure Act and other applicable laws.
23	8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
24	every right set forth above.
25	<u>CULPABILITY</u>
26	9. Respondent understands and agrees that the charges and allegations in First Amended
27	Accusation No. 1234-A, if proven at a hearing, constitute cause for imposing discipline upon his
28	Land Surveyor License.
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	STIPULATED SETTLEMENT (Case No. 1234-A)

For the purpose of resolving the First Amended Accusation without the expense and
 uncertainty of further proceedings, Respondent agrees that, at a hearing, Complainant could
 establish a factual basis for the charges in the First Amended Accusation, and that Respondent
 hereby gives up his right to contest those charges.

11. Respondent agrees that his Land Surveyor License is subject to discipline and he agrees to be bound by the Board's probationary terms as set forth in the Disciplinary Order below.

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CONTINGENCY

12. This stipulation shall be subject to approval by the Board. Respondent understands 8 and agrees that counsel for Complainant and the staff of the Board for Professional Engineers, 9 10 Land Surveyors, and Geologists may communicate directly with the Board regarding this stipulation and settlement, without notice to or participation by Respondent. By signing the 11 stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek 12 to rescind the stipulation prior to the time the Board considers and acts upon it. If the Board fails 13 14 to adopt this stipulation as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal 15 action between the parties, and the Board shall not be disqualified from further action by having 16 considered this matter. 17

18

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

14. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
integrated writing representing the complete, final, and exclusive embodiment of their agreement.
It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
writing executed by an authorized representative of each of the parties.

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In consideration of the foregoing admissions and stipulations, the parties agree that 1 15. 2 the Board may, without further notice or formal proceeding, issue and enter the following **Disciplinary Order:** 3 **DISCIPLINARY ORDER** 4 IT IS HEREBY ORDERED that Land Surveyor License No. L 8346 issued to Respondent 5 Ray Reshat Zeqollari is revoked. However, the revocation is stayed and Respondent is placed on 6 probation for three (3) years on the following terms and conditions. 7 1. Obey All Laws. The Respondent shall obey all laws and regulations related to the 8 9 practices of professional engineering and professional land surveying. 2. 10 **Submit Reports.** The Respondent shall submit such special reports as the Board may require. 11 3. **Tolling of Probation.** The period of probation shall be tolled during the time the 12 Respondent is practicing exclusively outside the state of California. If, during the period of 13 14 probation, the Respondent practices exclusively outside the state of California, the Respondent shall immediately notify the Board in writing. 15 Violation of Probation. If the Respondent violates the probationary conditions in 4. 16 any respect, the Board, after giving the Respondent notice and the opportunity to be heard, may 17 vacate the stay and reinstate the disciplinary order which was stayed. If, during the period of 18 19 probation, an accusation or petition to vacate stay is filed against the Respondent, or if the matter has been submitted to the Office of the Attorney General for the filing of such, the Board shall 20have continuing jurisdiction until all matters are final, and the period of probation shall be 21 extended until all matters are final. 22 5. **Completion of Probation.** Upon successful completion of all of the probationary 23 24 conditions and the expiration of the period of probation, the Respondent's license shall be unconditionally restored. 25 6. Cost Recovery. Within two (2) years from the effective date of the decision, the 26 Respondent shall reimburse the Board for its investigative and enforcement costs in this matter in 27 28 ///

the amount of \$4,000.00, incurred through the date of this settlement offer. Said reimbursement
 may be paid in installments.

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

8. Ethics Course. Within one (1) year from the effective date of the decision, the
respondent must successfully complete and pass a course in professional ethics, approved in
advance by the Board or its designee.

9. **Notification.** Within thirty (30) days of the effective date of the decision, the 9 Respondent shall provide the Board with evidence that he has provided all persons or entities with 10 whom he has a contractual or employment relationship such that the relationship is in the area of 11 practice of professional engineering and/or professional land surveying in which the violation 12 occurred with a copy of the decision and order of the Board and shall provide the Board with the 13 14 name and business address of each person or entity required to be so notified. During the period of probation, the Respondent may be required to provide the same notification of each new 15 person or entity with whom he has a contractual or employment relationship such that the 16 relationship is in the area of practice of professional engineering and/or land surveying in which 17 the violation occurred and shall report to the Board the name and address of each person or entity 18 so notified. 19

10. **Take and Pass Courses.** Within two and one-half $(2\frac{1}{2})$ years from the effective 20 date of the decision the Respondent shall successfully complete and pass, with a grade of "C" or 21 better, one (1) college-level land surveyor course, which must be related to the areas of violations 22 alleged in the Accusation. Said course shall be approved in advance by the Board or its designee. 23 24 The Respondent shall provide the Board with official proof of completion of the requisite course. For purposes of this condition, "college-level course" means a course offered by a community 25 college or a four-year university of three semester units or the equivalent; it does not include 26 seminars. 27

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1	ACCEPTANCE
2	I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the
3	stipulation and the effect it will have on my Land Surveyor License. I enter into this Stipulated
4	Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be
5	bound by the Decision and Order of the Board for Professional Engineers, Land Surveyors, and
6	Geologists.
7	
8	DATED: 10/11/2021 Original Signed
9	RAY RESHAT ZEQOLLARI Respondent
10	
11	ENDORSEMENT
12	The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
13	submitted for consideration by the Board for Professional Engineers, Land Surveyors, and
14	Geologists.
15	DATED: October 11, 2021 Despectfully, submitted
16	DATED: <u>October11, 2021</u> Respectfully submitted, XAVIER BECERRA
17	Attorney General of California GREGORY J. SALUTE
18	Supervising Deputy Attorney General
19	Orígínal Sígned
20	RITA M. LANE
21	Deputy Attorney General Attorneys for Complainant
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	STIPULATED SETTLEMENT (Case No. 1234-A)

Exhibit A

First Amended Accusation No. 1234-A

1	ROB BONTA	
2	Attorney General of California GREGORY J. SALUTE	
3	Supervising Deputy Attorney General RITA M. LANE	
4	Deputy Attorney General State Bar No. 171352	
5	600 West Broadway, Suite 1800 San Diego, CA 92101	
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8	Attorneys for Complainant	
9	BEFOR	
10	BOARD FOR PROFESSIONAL ENG GEOLO	GISTS
11	1 DEPARTMENT OF CONSUMER AFFAIRS STATE OF CALIFORNIA	
12		
13	In the Matter of the Accusation Against:	Case No. 1234-A
14	RAY RESHAT ZEQOLLARI	OAH No. 2021040517
15	28101 Sycamore Mesa Road Temecula, CA 92590	FIRST AMENDED ACCUSATION
16	Land Surveyor License No. L 8346	
17	Respondent.	
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20	PAR	
21		t) brings this First Amended Accusation solely
22	in his official capacity as the Executive Officer of	
23	Surveyors, and Geologists (Board), Department of	
24		for Professional Engineers, Land Surveyors,
25	and Geologists issued Land Surveyor License Nu	• •
26	(Respondent). The Land Surveyor License was in	
27	charges brought herein and will expire on Decem	ber 31, 2021, unless renewed.
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		1 HAT ZEQOLLARI) FIRST AMENDED ACCUSATION
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1	3. Respondent provides professional land surveying services under the business name of
2	Delta Surveying & Mapping.
3	JURISDICTION
4	4. This Accusation is brought before the Board under the authority of the following
5	laws. All section references are to the Business and Professions Code (Code) unless otherwise
6	indicated.
7	5. Section 8780 of the Code states:
8	The board may, upon its own initiative or upon the receipt of a complaint,
9	investigate the actions of any land surveyor licensed under this chapter or any civil engineer licensed under the provisions of Chapter 7 (commencing with Section 6700) who is legally authorized to practice land surveying and make findings thereon.
10 11	By a majority vote, the board may publicly reprove, suspend for a period not to exceed two years, or revoke the license or certificate of any land surveyor licensed
11	under this chapter or civil engineer licensed under the provisions of Chapter 7 (commencing with Section 6700) who is legally authorized to practice land surveying
13	on any of the following grounds:
14	
15	(b) Any negligence or incompetence in his or her practice of land surveying.
16	
17	(d) Any violation of any provision of this chapter or of any other law relating to or involving the practice of land surveying.
18	
19	6. Section 118, subdivision (b), of the Code provides that the suspension, expiration,
20	surrender or cancellation of a license shall not deprive the Board of jurisdiction to proceed with a
21	disciplinary action during the period within which the license may be renewed, restored, reissued
22	or reinstated.
23	STATUTORY PROVISIONS
24	7. Section 8759(a) of the Code states that "a licensed land surveyor or licensed civil
25	engineer authorized to practice land surveying shall use a written contract when contracting to
26	provide professional services to a client pursuant to this chapter."
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	(RAY RESHAT ZEQOLLARI) FIRST AMENDED ACCUSATION

1	8. Section 8761 of the Code states:
2	(a) Any licensed land surveyor or civil engineer authorized to practice land surveying may practice land surveying and prepare maps, plats, reports,
3	(b) All maps, plats, reports, descriptions, or other land surveying documents
4 5	shall be prepared by, or under the responsible charge of, a licensed land surveyor or civil engineer authorized to practice land surveying and shall include his or her name and license number.
6	(d) All final maps, plats, reports, descriptions, or other land surveying
7 8	documents issued by a licensed land surveyor or civil engineer authorized to practice land surveying shall bear the signature and seal or stamp of the licensee and the date of signing and sealing or stamping.
9	
10	9. Section 8762 of the Code states:
11	(a) Except as provided in subdivision (b), after making a field survey in
12	conformity with the practice of land surveying, the licensed surveyor or licensed civil engineer may file with the county surveyor in the county in which the field survey was made, a record of the survey.
13	
14	(b) Notwithstanding subdivision (a), after making a field survey in conformity with the practice of land surveying, the licensed land surveyor or licensed civil engineer shall file with the county surveyor in the county in which the field survey
15 16	was made a record of the survey relating to land boundaries or property lines, if the field survey discloses any of the following:
17	
18	(2) A material discrepancy with the information contained in any subdivision map, official map, or record of survey previously recorded or filed in the office of the
19	county recorder or the county surveying department, or any map or survey record maintained by the Bureau of Land Management of the United States. For purposes
20	of this subdivision, a "material discrepancy" is limited to a material discrepancy in the position of points or lines, or in dimensions.
21	(3) Evidence that, by reasonable analysis, might result in materially alternate
22	positions of lines or points, shown on any subdivision map, official map, or record of survey previously recorded or filed in the office of the county recorder or the county surveying department, or any map or survey record maintained by the Bureau of Land
23	Management of the United States.
24	(4) The location, relocation, establishment, reestablishment, or retracement of one or more points or lines not shown on any subdivision map, official map, or record
25 26	of survey, the positions of which are not ascertainable from an inspection of the subdivision map, official map, or record of survey.
26	(5) The points or lines set during the performance of a field survey of any
27 28	parcel described in any deed or other instrument of title recorded in the county recorder's office are not shown on any subdivision map, official map, or record of survey.
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	(RAY RESHAT ZEQOLLARI) FIRST AMENDED ACCUSATION

1	10. Section 8771(a) of the Code states:
2	Monuments set shall be sufficient in number and durability and efficiently
3	placed so as not to be readily disturbed, to ensure, together with monuments already existing, the perpetuation or facile reestablishment of any point or line of the survey.
4	11. Section 8772 of the Code states:
5	Any monument set by a licensed land surveyor or registered civil engineer to
6 7	mark or reference a point on a property or land line shall be permanently and visibly marked or tagged with the certificate number of the surveyor or civil engineer setting it, each number to be preceded by the letters "L.S." or "R.C.E.," respectively,
8	REGULATIONS
9	12. California Code of Regulations, title 16, section 404, states in pertinent part:
10	For the purpose of the rules and regulations contained in this chapter, the
11	following terms are defined.
12	 (dd) For the sole purpose of investigating complaints and making findings
13	Sections 6775 and 8780 of the Code is defined as the failure of a licensee, in the
13	exercised in like cases by duly licensed professional engineers and land surveyors
15	in good standing.
15	
17	<u>COST RECOVERY</u>
18	13. Section 125.3 of the Code provides, in pertinent part, that the Board may request the
19	administrative law judge to direct a licentiate found to have committed a violation or violations of
20	the licensing act to pay a sum not to exceed the reasonable costs of the investigation and
21	enforcement of the case, with failure of the licentiate to comply subjecting the license to not being
22	renewed or reinstated. If a case settles, recovery of investigation and enforcement costs may be
23	included in a stipulated settlement.
24	ALTA/NSPS SURVEYS
25	14. American Land Title Association (ALTA) and National Society of Professional
26	Surveyors (NSPS) have adopted Minimum Standard Detail Requirements (Effective February 23,
27	2016) for all ALTA/NSPS Land Title Surveys. These minimum standards are used as the
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	(RAY RESHAT ZEQOLLARI) FIRST AMENDED ACCUSATION

1	industry standard for all ALTA surveys and incorporated into the scope of work when contracting
2	for an ALTA survey.
3	15. An ALTA survey must be certified by the surveyor as meeting the Minimum
4	Standard Detail Requirements for ALTA/NSPS Land Title Surveys, signed, sealed, and delivered
5	to the client. Each ALTA survey is a standalone product as of the date of the certification,
6	including updates.
7	GREENFIELD PROJECT: PINE AVENUE, GREENFIELD, CALIFORNIA
8	16. On May 13, 2016, Respondent contracted to complete an ALTA survey of the
9	property located at 600 Pine Avenue, Greenfield, California (Greenfield Project).
10	17. On May 16 and 17, 2016, Respondent performed fieldwork on the subject property.
11	18. Respondent prepared, signed, and sealed the ALTA/NSPS Land Title Survey for the
12	Greenfield Project and certified that the map and survey were made in accordance with the 2016
13	Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys and that the
14	fieldwork was completed on May 16, 2016. Copies of the ALTA/NSPS Land Title Survey based
15	on the fieldwork completed May 16, 2016, have last revised dates of May 16, 2016, June 2, 2016,
16	June 13, 2016, June 23, 2016, June 27, 2016, July 11, 2016, July 13, 2016, and July 14, 2016.
17	19. On October 2, 2017, Respondent contracted to perform an update of the ALTA/NSPS
18	Land Title Survey for the Greenfield Project. Respondent signed, sealed, and certified the
19	updated ALTA/NSPS Land Title Survey with a last revised date of October 26, 2017.
20	20. Respondent did not properly determine three of the four boundaries of the Greenfield
21	Project. The boundaries as shown on Respondent's ALTA/NSPS Land Title Survey were relied
22	on by an engineering firm performing civil design work at the Greenfield Project, and
23	Respondent's errors necessitated re-design of a portion of the site improvements.
24	21. Respondent did not file a Record of Survey related to the Greenfield Project, although
25	his survey triggered the requirements for a Record of Survey. Specifically, Respondent's survey
26	identified a material discrepancy at El Camino Real; materially alternate positions of lines or
27	points at the Pine Avenue right-of-way; and the establishment of one or more points or lines not
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	(RAY RESHAT ZEQOLLARI) FIRST AMENDED ACCUSATION

⁽RAY RESHAT ZEQOLLARI) FIRST AMENDED ACCUSATION

1	shown on any subdivision map, official map, or record of survey in connection with the Highway
2	101 frontage. (Bus. Prof. Code, §8762(b)(2),(3), and (4).)
3	22. Respondent failed to meet the Minimum Standard Detail Requirements for
4	ALTA/NSPS Land Title Surveys on the Greenfield Project and, therefore, he failed to fulfil the
5	scope of work associated with the contract.
6	FIRST CAUSE FOR DISCIPLINE
7	(Negligence in the Practice of Land Surveying)
8	23. Respondent is subject to disciplinary action under Code section 8780, subdivision (b),
9	in that he was negligent in his practice of land surveying regarding the ALTA/NSPS Surveys for
10	the Greenfield Project, as set forth in paragraphs 16 through 22 above, which are incorporated by
11	reference. Respondent did not comply with the standard of care exercised by other duly licensed
12	professional land surveyors and the specific Surveying Standards and Standards of Care defined
13	in the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys.
14	SECOND CAUSE FOR DISCIPLINE
15	(Incompetence in the Practice of Land Surveying)
16	24. Respondent is subject to disciplinary action under Code section 8780, subdivision (b),
17	in that he was incompetent in his practice of land surveying regarding the ALTA/NSPS Surveys
18	for the Greenfield Project, as set forth in paragraphs 16 through 22 above, which are incorporated
19	herein by reference.
20	THIRD CAUSE FOR DISCIPLINE
21	(Failure to File Record of Survey)
22	25. Respondent is subject to disciplinary action under Code section 8780, subdivision (d),
23	in conjunction with Code section 8762, subdivisions (b)(2),(3), and (4), in that Respondent failed
24	to file a Record of Survey related to the Greenfield Project, although his survey triggered the
25	requirements for a Record of Survey. The circumstances are set in paragraphs 16 through 22
26	above, which are incorporated herein by reference.
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	(RAY RESHAT ZEQOLLARI) FIRST AMENDED ACCUSATION

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NORCO PROJECT: CRESTVIEW DRIVE, NORCO, CALIFORNIA

26. On October 20, 2020, DG, the owner of the property located at 4355 Crestview Drive, Norco, California (Norco Project), contacted Respondent asking him to locate his property lines and stake the easterly property line for the purpose of constructing a fence. Respondent agreed to do the work, and the parties agreed upon a fee for the job. Respondent did not execute a written contract for the work.

7 27. The subject parcel is described only by deed and is not shown on any subdivision
8 map, official map, or record of survey.

9 28. On October 30, 2020, Respondent performed fieldwork and a survey, setting three
10 stakes along the easterly property line as agreed upon, and also setting three stakes along the
11 southwesterly property line at the request of DG. A plot plan was prepared by Delta Surveying &
12 Mapping and entitled "CONSTRUCTION STAKING" showing positions of found monuments
13 and the stakes that were set along the property lines by Respondent.

29. Expert review determined that all bearings and distances shown on Respondent's plot
plan are identical to those shown on Parcel Map No. 7098. However, all six found monuments
shown on the plot plan are of a different character than those shown as found, or set, per said
parcel map. All relevant lines are labeled with bearings and distances, however, no distinction is
made as to whether these courses are measured, recorded, or measured and recorded.

30. Expert review determined that the positions of the found monuments are not 19 accurately represented on Respondent's plot plan for the Norco Project. Respondent based his 20 21 calculations on two monuments which were found along the centerline of Crestview Drive (points labeled 2 and 4). The measured (inversed) distance between these two points is 657.01', and the 22 measured bearing is N32°38'53"W, exactly as shown on Parcel Map No. 7098. However, both of 23 24 these monuments as shown on Respondent's plot plan are of a different character than those shown as found per Parcel Map No. 7098. The bearings and distances shown on the plot plan are 25 not labeled as measured or recorded, and they do not represent the results of the field survey. 26 These courses were instead calculated per record angles and distances relative to one reference 27 /// 28

line on Parcel Map No. 7098. The positions of found monuments were ignored when performing 1 2 these calculations. 31. Monuments set by Respondent on the Norco Project were not durable, nor did they 3 include his license number. 4 32. Respondent did not file a Record of Survey related to the Norco Project, even though 5 his survey triggered the requirements for a Record of Survey. Respondent's survey identified 6 points and/or lines set during the performance of the field survey that were not shown on any 7 subdivision map, official map, or record of survey. 8 33. The plot plan for the Norco Project did not include Respondent's name or license 9 number. 10 34. Respondent did not sign or stamp the plot plan prepared for the Norco Project. 11 35. Respondent provided DG with an invoice from Delta Surveying & Mapping for the 12 sum of \$700, with the description "STAKED PROP. LINES." 13 36. Riverside County Flood Control District (RCFCD) owns the property adjacent to the 14 easterly line of DG's property located at 4355 Crestview Drive in Norco. 15 37. On May 18, 2021, DG contacted RCFCD with a complaint alleging that RCFCD's 16 construction activities had destroyed a monument on his property line. 17 After receiving DG's complaint, RCFCD sent survey field crews to the subject parcel 38. 18 to investigate and perform monument perpetuation for any found monuments. RCFCD's survey 19 field crew found un-tagged 60d nails with lathe set at the southerly and westerly corners of the 2021 subject parcel. DG gave RCFCD documents which indicated that the 60d nails and lathe were set around October 2020 by Respondent. 22 FOURTH CAUSE FOR DISCIPLINE 23 24 (Failure to Use Written Contract) 39. Respondent is subject to disciplinary action under Code section 8780, subdivision (d), 25 in conjunction with Code section 8759, subdivision (a), in that Respondent failed to obtain a 26 written contract for professional services provided to client DG on the Norco Project. The 27 circumstances are set in paragraphs 26 through 38 above, which are incorporated by reference. 28 8

(RAY RESHAT ZEQOLLARI) FIRST AMENDED ACCUSATION

1	FIFTH CAUSE FOR DISCIPLINE
2	(Failure to Include Name and License Number on Plot Plan)
3	40. Respondent is subject to disciplinary action under Code section 8780, subdivision (d),
4	in conjunction with Code section 8761, subdivision (b), in that the plot plan prepared by Delta
5	Surveying & Mapping for the Norco Project failed to include Respondent's name and license
6	number. The circumstances are set in paragraphs 26 through 38 above, which are incorporated
7	herein by reference.
8	SIXTH CAUSE FOR DISCIPLINE
9	(Failure to Sign and Stamp the Plot Plan)
10	41. Respondent is subject to disciplinary action under Code section 8780, subdivision (d),
11	in conjunction with Code section 8761, subdivision (d), in that Respondent failed to sign and
12	stamp the plot plan for the Norco Project. The circumstances are set in paragraphs 26 through 38
13	above, which are incorporated herein by reference.
14	SEVENTH CAUSE FOR DISCIPLINE
15	(Failure to File Record of Survey)
16	42. Respondent is subject to disciplinary action under Code section 8780, subdivision (d),
17	in conjunction with Code section 8762, subdivision (b)(5), in that Respondent failed to file a
18	record of survey related to the work he performed on the Norco Project, although his survey
19	triggered the requirements for a Record of Survey. The circumstances are set in paragraphs 26
20	through 38 above, which are incorporated by reference.
21	EIGHTH CAUSE FOR DISCIPLINE
22	(Failure to Set Durable Monuments)
23	43. Respondent is subject to disciplinary action under Code section 8780, subdivision (d),
24	in conjunction with Code section 8771, subdivision (a), in that during Respondent's work on the
25	Norco Project, he failed to set monuments sufficient in durability so as not to be readily disturbed,
26	to ensure the perpetuation of any point or line of the survey. The circumstances are set in
27	paragraphs 26 through 38 above, which are incorporated by reference.
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	(RAY RESHAT ZEQOLLARI) FIRST AMENDED ACCUSATION

1	NINTH CAUSE FOR DISCIPLINE
2	(Failure to Mark Monuments with License Number)
3	44. Respondent is subject to disciplinary action under Code section 8780, subdivision (d),
4	in conjunction with Code section 8772, in that Respondent failed to permanently and visibly mark
5	or tag all monuments and reference points on the subject parcel with his license number. The
6	circumstances are set in paragraphs 26 through 38 above, which are incorporated by reference.
7	TENTH CAUSE FOR DISCIPLINE
8	(Negligence in the Practice of Land Surveying)
9	45. Respondent is subject to disciplinary action under Code section 8780, subdivision (b),
10	in that he was negligent in his practice of land surveying regarding the work he performed for the
11	survey on the Norco Project, as set forth in paragraphs 26 through 44 above, which are
12	incorporated by reference. Respondent did not comply with the standard of care exercised by
13	other duly licensed professional land surveyors.
14	<u>PRAYER</u>
15	WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
16	and that following the hearing, the Board for Professional Engineers, Land Surveyors, and
17	Geologists issue a decision:
18	1. Revoking or suspending Land Surveyor License Number L 8346, issued to Ray
19	Reshat Zeqollari;
20	2. Ordering Ray Reshat Zeqollari to pay the Board for Professional Engineers, Land
21	Surveyors, and Geologists the reasonable costs of the investigation and enforcement of this case,
22	pursuant to Business and Professions Code section 125.3; and,
23	3. Taking such other and further action as deemed necessary and proper.
24	DATED: 10/06/2021 Original Signed
25	DATED: <u>10/06/2021</u> RICHARD B. MOORE, PLS Executive Officer
26	Board for Professional Engineers, Land
27	Surveyors, and Geologists Department of Consumer Affairs
28	State of California Complainant
	10
	(RAY RESHAT ZEQOLLARI) FIRST AMENDED ACCUSATION