

1 KAMALA D. HARRIS
Attorney General of California
2 LINDA L. SUN
Supervising Deputy Attorney General
3 HELENE E. ROUSE
Deputy Attorney General
4 State Bar No. 130426
300 So. Spring Street, Suite 1702
5 Los Angeles, CA 90013
Telephone: (213) 620-3005
6 Facsimile: (213) 897-2804
Attorneys for Complainant

7
8 **BEFORE THE**
CALIFORNIA ARCHITECTS BOARD
9 **LANDSCAPE ARCHITECTS TECHNICAL COMMITTEE**
DEPARTMENT OF CONSUMER AFFAIRS
10 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

Case No. LA 2013-10

12 **CHAD JAMES CRISPIN**
18981 Ventura Blvd.
13 Tarzana, CA 91356

A C C U S A T I O N

14 **Landscape Architect License No. LA 4636**

15 Respondent.

16
17 Complainant alleges:

18 **PARTIES**

19 1. Douglas R. McCauley (Complainant) brings this Accusation solely in his official
20 capacity as the Executive Officer of the Landscape Architects Technical Committee, Department
21 of Consumer Affairs.

22 2. On or about March 22, 2002, the California Architects Board issued Landscape
23 Architect License Number LA 4636 to Chad James Crispin (Respondent). The Landscape
24 Architect License expired on March 31, 2013, and has not been renewed.

25 ///

26 ///

27 ///

28 ///

1 **JURISDICTION**

2 3. This Accusation is brought before the California Architects Board (Board) for the
3 Landscape Architects Technical Committee, Department of Consumer Affairs, under the
4 authority of the following laws. All section references are to the Business and Professions Code
5 unless otherwise indicated.

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

10 5. Section 5655 provides: "Licenses to practice landscape architecture shall remain in
11 full force until revoked or suspended for cause, or until they expire, as provided in this chapter
12 [Chapter 3.5, commencing with Section 5660].

13 6. Section 5660 states, in pertinent part, that:

14 The board may upon its own motion, and shall upon the verified
15 complaint in writing of any person, investigate the actions of any landscape architect,
16 and may suspend for a period not exceeding one year, or revoke, the license of any
17 landscape architect who is guilty of any one or more of the acts or omissions
constituting grounds for disciplinary action under the chapter [Chapter 3.5,
commencing with Section 5660].

18 **STATUTORY PROVISIONS**

19 7. Pursuant to Section 5615, as used in the Landscape Architects Practice Act,
20 "Landscape architect" means a person who holds a license to practice landscape architecture in
21 California under the authority of this Chapter [Chapter 3.5, commencing with Section 5660], and
22 describes the professional services provided by landscape architects.

23 8. Section 5640 sets forth that:

24 It is a misdemeanor, punishable by a fine not less than one hundred
25 dollars (\$100) nor more than five thousand dollars (\$5,000) or by imprisonment in a
26 county jail not exceeding six months, or by both that fine and imprisonment, for a
person to do any of the following without possessing a valid, unrevoked license as
provided in this chapter:

27 (a) Engage in the practice of landscape architecture.

28 (b) Use the title or term 'landscape architect,' 'landscape architecture,'

1 'landscape architectural,' or any other titles, words, or abbreviations that would imply
or indicate that he or she is a landscape architect as defined in Section 5615.

2 (c) Use the stamp of a licensed landscape architect, as provided in
3 Section 5659.

4 9. Pursuant to Section 5641, a person shall not be prohibited from preparing drawings for
5 the conceptual design and placement of tangible objects and landscape features, but construction
6 documents and specifications for the tangible objects or landscape features as well as alteration of
7 the site which requires grading and drainage plans must be prepared by a licensed professional.

8 10. Section 5657 states that:

9 Each licensee shall file his or her current mailing address with the board
10 at its office of Sacramento, California, and shall notify the board of any and all
11 changes of mailing address, providing both his or her old and new address within 30
days after a change. A penalty as provided in this chapter shall be paid by a licensee
who fails to notify the board within 30 days after a change of address.

12 11. Section 5666 states: "The fact that the holder of a license is practicing in violation of
13 the provisions of this chapter constitutes a ground for disciplinary action."

14 12. Section 5671 states: "The fact that, in the practice of landscape architecture, the
15 holder of a license has been guilty of negligence or willful misconduct constitutes a ground for
16 disciplinary action."

17 13. Section 5680 sets forth, in relevant part:

18 (a) Licenses issued under this chapter shall expire no more than 24
19 months after the issue date. The expiration date of the original license shall be set by
the board in a manner to best distribute renewal procedures throughout each year.

20 (b) To renew an unexpired license, the licensee shall, on or before
21 the expiration date of the license, apply for renewal on a form prescribed by the
board, and pay the renewal fee as prescribed by this chapter.

22 14. Section 5680.1 provides that:

23 Except as otherwise provided in this chapter, a license that has expired
24 may be renewed at any time within three years after its expiration on filing of an
application for renewal on a form prescribed by the board, and payment of all accrued
25 and unpaid renewal fees. If the license is renewed more than 30 days after its
expiration, the license holder, as a condition precedent to renewal, shall also pay the
26 delinquency fee prescribed by this chapter. Renewal under this section shall be
effective on the date on which the application is filed, on the date on which all
27 renewal fees are paid, or on the date on which the delinquency fee, if any, is paid,
whichever last occurs. If so renewed, the license shall continue in effect through the
28 date provided in Section 5680 that next occurs after the effective date of the renewal,
when it shall expire if it is not again renewed.

1 15. Section 5680.2 provides that:

2 A license which is not renewed within three years after its expiration may
3 not be renewed, restored, reissued, or reinstated thereafter, but the holder of the
license may apply for and obtain a new license if:

4 (a) No fact, circumstance, or condition exists which, if the license were
5 issued, would justify its revocation or suspension.

6 (b) The applicant pays all of the fees which would be required of the
applicant if the applicant were then applying for the license for the first time.

7 (c) The applicant takes and passes the examination which would be
8 required of the applicant if the applicant were then applying for the license for the
9 first time, or otherwise establishes to the satisfaction of the board that the applicant is
qualified to practice landscape architecture.

10 The board may, by regulation, authorize waiver or refund of all or any
11 part of the examination fee in those cases in which a license is issued without an
examination under this section.

12 **REGULATORY PROVISIONS**

13 16. California Code of Regulations, title 16, section 2670 provides that:

14 A violation of any rule of professional conduct in the practice of
15 landscape architecture constitutes a ground for disciplinary action. Every person who
holds a license issued by the Board shall comply with the following:

16 (a) Competence:

17 (1) A landscape architect shall undertake to perform professional services
18 only when he or she, together with those whom the landscape architect may engage as
consultants, are qualified by education, training, and experience in the specific
19 technical areas involved.

20 (2) In addition to subsection (a)(1), when practicing landscape
21 architecture, a landscape architect shall act with reasonable care and competence, and
shall apply technical knowledge and skill which is ordinarily applied by landscape
22 architects of good standing, practicing in this state under similar circumstances and
conditions.

23 (b) Willful Misconduct:

24 (1) In designing a project, a landscape architect shall have knowledge of
all applicable building laws, codes, and regulations. A landscape architect may
25 obtain on the advice of other professionals (e.g., attorneys, engineers, and other
qualified persons) as to the intent and meaning of such laws, codes, and regulations
26 and shall not knowingly design a project in violation of such laws, codes and
regulations.

27 (2) Whenever the Board is conducting an investigation, a landscape
28 architect or a candidate for licensure shall respond to the Board's requests for
information and/or evidence within 30 days of the date mailed to or personally

1 delivered on the landscape architect or a candidate for licensure.

2 (c) Full Disclosure:

3 (1) A landscape architect shall accurately represent to a prospective or
4 existing client or employer his or her qualifications and the scope of his or her
5 responsibility in connection with projects or services for which he or she is claiming
6 credit.

7 (d) Informed Consent:

8 A landscape architect shall not materially alter the scope or objective of a
9 project without first fully informing the client in writing and obtaining the consent of
10 the client in writing.

11 17. California Code of Regulations, title 16, section 2680 states:

12 In reaching a decision on a disciplinary action under the Administrative
13 Procedure Act (Government Code Section 11400 et seq.), the Board shall consider the
14 disciplinary guidelines entitled 'Disciplinary Guidelines' [Rev. 2000] which are
15 hereby incorporated by reference. Deviation from these guidelines and orders,
16 including the standard terms of probation, is appropriate where the Board in its sole
17 discretion determines that the facts of the particular case warrant such a deviation -for
18 example: the presence of mitigating factors; the age of the case; evidentiary problems.

19 **COSTS**

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

24 **5746 RHODES AVENUE PROJECT**

25 19. On or about August 1, 2013, M.Y.,¹ the owner of Romm Remodeling, Inc., signed a
26 "Landscape Scope of Services Contract" (the contract) with Crispin and Associates, aka Chad
27 Crispin for Respondent to provide landscape architecture services consisting of conceptual design
28 and construction documents for 5746 Rhodes Avenue, Valley Village, CA (the Property). At that
time, Respondent's landscape architect license had been expired since March 31, 2013.²

¹The initials of individuals are used in this Accusation to protect their privacy rights, but Complainant will produce documents which identify those persons to Respondent, after an appropriate and timely discovery request to Complainant from Respondent.

² Each landscape architect licensed in California is informed of their expiration date, which is the last day of their birth month. Complainant mails out renewal forms to each licensee, well in advance of their license renewal date, with the renewal due date and fee clearly stated on the renewal invoice.

1 Respondent agreed to provide a site analysis and complete landscape architectural plans for the
2 front and back yard of the Property. Pursuant to the contract, Phase 1 would take one to two
3 weeks to complete, and Respondent promised M.Y. that he would complete the landscape design
4 plans within three to four weeks.

5 20. On or about August 1, 2013, M.Y. paid a deposit to Respondent in the amount of
6 \$400.00. M.Y. agreed to pay \$800 for the completion of Phase 1.

7 21. On or about August 28, 2013, Respondent forwarded six pictures showing design
8 images for the backyard at the Property via email to M.Y.

9 22. A text message sent by Respondent to M.Y. on or about August 29, 2013 indicated
10 that Respondent had not finished the drawings but represented he would finish them “over the
11 weekend and will walk them into the city on Tuesday for submittal.” In another text from
12 Respondent to M.Y., on or about October 1, 2013, Respondent stated that “[e]verything is ready”,
13 that he had “walked everything in” and that he needed M.Y. to return today with the engineering
14 originals.

15 23. On or about November 6, 2013, the Board received a complaint from M.Y. against
16 Respondent, alleging that he had not completed the project for M.Y. M.Y. claims that, on or
17 about September 16, 2013, Respondent presented Invoice No. 13-8829 from Pool Engineering,
18 Inc. dated September 16, 2013 for \$297.25, for structural fees for the Property. M.Y. paid the
19 invoice for \$297.45, along with another \$650.00, for a total of \$947.45, in Check No. 3510,
20 which posted on M.Y.’s account as having been paid on or about September 27, 2013.
21 Respondent never provided any structural plans to M.Y. When M.Y. checked to see if they had
22 been submitted to the City of Los Angeles (the City), he was informed by the City there was no
23 record of any plans for the project. In addition, M.Y. contacted the structural engineers, who told
24 him they did not have any plans with his name or address on them. Subsequently, M.Y. noticed
25 that the invoice (No. 13-8829) for the structural plans, which he had paid for, had another client’s
26 (Harris) name and address on it.

27 24. On or about December 10, 2014, M.Y. provided 25 color photos/ renderings entitled
28 “artistic conception” to the Board. Although these are not typical of what a licensed landscape

1 architect would produce for conceptual design work, they could be considered consistent with
2 what was listed in Schedule 15 of the Contract: Phase 1- Concept Design – Computer Rendering.
3 The “pool studio” computer sketches appear to match a plan that was prepared for the Harris
4 Residence on April 20, 2010. Since the “pool studio” plans have no date or project name on
5 them, it is difficult to determine if these were actually prepared for the Rhodes residence or
6 another project such as the Harris residence.

7 25. On or about October 22, 2013, M.Y. sent an email to Respondent which stated that
8 Respondent had taken the plans from them over two weeks ago to submit to the City, that they
9 had checked with the City and were informed by the City that nothing had been submitted on
10 their behalf. Furthermore, M.Y. requested a response from Respondent by the same day, or else a
11 complaint would be made against Respondent’s license. On or about October 23, 2013,
12 Respondent sent a text message to M.Y., stating that he had been out of the country, would return
13 the following day, and that he left the plans with a “person I use to exposure plans.” Respondent
14 sent M.Y. an email on October 25, 2013, in which he represented that “he had received an email
15 last night my time that [the plans] [had] been submitted” to the City, and that he had to stay out of
16 town longer.

17 26. On or about November 14, 2013, January 3, 2014, February 14, 2014 and March 5,
18 2014, the Board sent letters to Respondent at his address of record, which was 19528 Ventura Bl.
19 #323, Tarzana, CA 91356, advising him that it had received a complaint against him, alleging he
20 had entered into a contract with a client for landscape architecture services at 5746 Rhodes Ave.,
21 Valley Village, CA, and taken a client’s deposit without completing the project, while his license
22 was expired. The Board requested in its letters that Respondent provide a detailed response and
23 copies of the original contract for the Property with any revisions, the original plans and all
24 revisions, and a copy of all invoices. On or about March 26, 2014, the Board sent the same letter
25 to Respondent to 4607 Lakeview Canyon Dr. #465, Westlake Village, CA 91361 and on April 28,
26 2014 to 23985 Strathern Street, Canoga Park, CA 91304. None of the foregoing addresses were
27 current for Respondent. An employee of the Board thereafter spoke with Respondent by
28 telephone, on or about July 30, 2014, learned that Respondent’s current address was 18981

1 Ventura Bl., Tarzana, CA 91356 and sent him a letter with the same content as the prior letters, to
2 his address in Tarzana.

3 27. An employee of the Board sent Respondent an email dated August 20, 2014,
4 following up to determine if he had prepared a response to the allegations, and Respondent
5 replied that the “documents are being mailed today.” Another employee of the Board sent an
6 email to Respondent on October 21, 2014, stating that they had not received the response he
7 promised he would send on August 20, 2014, and demanding a response from him by no later
8 than October 28, 2014.

9 28. The Board thereafter received an undated letter from Respondent, apologizing for the
10 delay and stating that he had enclosed drawings related to the Property, 3D renderings he had
11 produced, and that he thought his license would expire on March 11, 2015. However,
12 Respondent provided structural plans prepared by Pool Engineering, Inc. and a one-page
13 landscape construction/ landscape architecture site plan by “Crispin & Associates”, which had
14 another client’s name (H.) on it and listed 25324 Prado Del Las Fresas, Calabasas, CA 91302 as
15 the property address. The landscape plan for Client H. is stamped with “Site Plan Reviewed” and
16 was dated September 10, 2013.

17 29. On or about February 17, 2015, an employee of the Board sent an email to
18 Respondent, requesting that he provide the date on which he gave the plans to his client for the
19 project at 5746 Rhodes Ave., Valley Village, CA, by February 20, 2015. On or about February
20 17, 2014, Respondent sent a reply email to the Board’s employee, stating that the engineering
21 plans which he had provided to the Board have a stamp with the month and year on them, and
22 that he provided them to his client soon after the engineering had been completed.

23 30. On or about March 26, 2015, an employee of the Board sent an email to Respondent,
24 stating that the plans he previously submitted to the Board were for another client with an address
25 in Calabasas, CA, and were not the plans which the Board had requested from Respondent.
26 Respondent was again requested to submit the plans for the address at 5746 Rhodes Ave., Valley
27 Village, CA. The Board did not receive plans for the Property, nor a response to the email sent to
28 Respondent on March 26, 2015.

1 **FIRST CAUSE FOR DISCIPLINE**

2 **(Negligence and/or Willful Misconduct)**

3 31. Respondent is subject to disciplinary action under Sections 5660, 5666 and 5671, in
4 conjunction with California Code of Regulations, title, 16, section 2670, subdivision (b)(1) in that
5 Respondent committed acts constituting negligence and/or willful misconduct, as follows:

6 a. Respondent contracted with M.Y. for complete conceptual and construction
7 drawings/plans for landscape architecture for the front and back yard of 5746 Rhodes Ave.,
8 Valley Village, with an expired license and, after taking a deposit from his client, abandoned the
9 project without completing it.

10 b. Respondent deviated from the standard of care typical of a licensed landscape
11 architect, in that landscape architects are required to conduct work consistent with agreed upon
12 specific project contract tasks and products. Landscape architects typically do not submit work
13 and products for a project to a client that were actually prepared for another project or client. The
14 dates on the landscape architectural plan and pool engineering plans submitted to Respondent's
15 client were inconsistent with the dates when work would have been completed for M.Y. on the
16 Rhodes residence, and therefore not consistent with the landscape architectural industry's
17 standard of care.

18 c. Complainant re-alleges and incorporates by reference the allegations set forth
19 above in Paragraphs 19-30.

20 **SECOND CAUSE FOR DISCIPLINE**

21 **(Unlicensed Practice)**

22 32. Respondent is subject to disciplinary action under Sections 5640, subdivisions (a)-(c),
23 5655, 5660 and 5666 in that, from on or about August 1, 2013 through October 25, 2013,
24 Respondent performed the following acts of a licensed landscape architect, while not possessing a
25 valid, unexpired license:

26 a. Entered into a contract for landscape architecture services with M.Y., on or about
27 August 1, 2013, and received a deposit.

28 ///

1 b. Engaged in the practice of landscape architecture for Client H. and placed a Licensed
2 Landscape Architecture stamp on the plan for Client H., with Respondent's name and license no.
3 on it, on or about September 10, 2013, and other as yet unknown dates;

4 c. In the contract with M.Y., Respondent referred to himself as being a licensed
5 landscape architect and practicing landscape architecture throughout the contract, and included
6 his License No. 4636 and renewal date of March 11, 2015 below his signature block;

7 d. Used the title or terms "landscape architect," "landscape architecture," "landscape
8 architectural," and/or other titles, words, or abbreviations that would imply or indicate that he is a
9 licensed landscape architect, as defined in Section 5615, in the construction plan for Client H.

10 e. Complainant re-alleges and incorporates by reference the allegations set forth above
11 in Paragraphs 19-30.

12 **THIRD CAUSE FOR DISCIPLINE**

13 **(Failure to Respond to Board's Requests)**

14 33. Respondent is subject to disciplinary action under Section 5660 in that, between
15 November 14, 2013 and May 1, 2015, Respondent violated Section 5666 and/or California Code
16 of Regulations, title 16, Section 2670, subdivision (b)(2), by failing to respond to the Board's
17 multiple requests for complete information and documents related to the project at 5746 Rhodes
18 Ave., Valley Village. The lack of response or recognition by Respondent to the Board's letters,
19 for more than eight months, is not considered responsive. Complainant re-alleges and
20 incorporates by reference the allegations set forth above in Paragraphs 26-30.

21 **FOURTH CAUSE FOR DISCIPLINE**

22 **(Failure to Advise Board of Change of Address)**

23 34. Respondent is subject to disciplinary action under Section 5660 in that Respondent
24 violated Section 5657, by failing to advise the Board, within 30 days, that he was no longer at
25 19528 Ventura Bl. #323, Tarzana, CA 91356 and failing to provide his new address.
26 Complainant re-alleges and incorporates by reference the allegations set forth above in
27 Paragraphs 26-30.

28 ///

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

PRAYER

WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged, and that following the hearing, the California Architects Board issue a decision:

1. Revoking or suspending Landscape Architect License Number LA 4636, issued to Chad James Crispin;
2. Ordering Chad James Crispin to pay the California Architects Board the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3; and
3. Taking such other and further action as deemed necessary and proper.

DATED: 2/12/16



DOUGLAS R. MCCAULEY
Executive Officer
Landscape Architects Technical Committee
California Architects Board
Department of Consumer Affairs
State of California
Complainant

LA2015501963
61831221.docx