BEFORE THE NEBRASKA BOARD OF ENGINEERS AND ARCHITECTS

IN THE MATTER OF: NEBRASKA BOARD OF ENGINEERS AND ARCHITECTS, Petitioner, vs. DENNIS VODICKA, and STANDARD BRIDGE COMPANY, LLC, Respondents.	)	CASE NO. 15.04 CASE NO. 16.06 SETTLEMENT AGREEMENT

COME NOW the Complainant, State of Nebraska Board of Engineers and Architects (the "Board"), and Respondent, Dennis Vodicka, and Standard Bridge Company, LLC (the "Respondents") and in consideration of the mutual covenants and agreements contained herein, stipulate and agree as follows:

THE PARTIES

1. Respondent, Dennis Vodicka ("Vodicka"), is an individual who advertises that he offers predesigned and prefabricated bridges that can be used on public roadways.

2. Respondent, Standard Bridge Company, LLC, d/b/a Standard Bridge Company, (Respondent SBC) is an entity that advertises and sells predesigned and prefabricated bridge systems.

3. Complainant, the Board, was created by the State of Nebraska to oversee the laws and rules which govern the practice of engineering and architecture in the state in order to safeguard life, health, property and promote public welfare pursuant to Neb. Rev. Stat. §§ 81-3401 – 81-3455 and Title 110 of the Nebraska Administrative Code.

4. On January 22, 2016 the Board issued an Order of Disciplinary Action: Case No. 15.04 against Respondents, Vodicka and SBC finding the following Conclusions of Law:

A. Respondents Vodicka and SBC were engaged in the individual and organizational practice of engineering in violation of Neb. Rev. Stat. § 81-3441 and § 81-3436 respectively.

B. The practice of engineering without a license is a violation of the Engineers and Architects Regulation Act, Neb. Rev. Stat. § 82-3401 to 81-3455, and Respondent Vodicka was subject to disciplinary action.

C. An entity holding itself out as an engineering company without a Certificate of Authorization is a violation of the Engineers and Architects Regulation Act, Neb. Rev. Stat. § 82-3401 to 81-3455, and Respondent SBC was subject to disciplinary action.

D. Respondent Vodicka was directed to cease and desist all acts constituting the unlicensed practice of engineering, including, but not limited to identifying himself on Respondent SBC's website as an individual that can design bridges and soliciting governmental entities and/or political subdivisions for the sale of prefabricated and/or predesigned bridges.

E. Respondent SBC was directed to cease and desist all business operations that indicate that SBC is engaged in the organizational practice of engineering and was directed to terminate its website or remove any and all references to its prefabricated bridge system, remove all plans of its bridge system, and remove all language indicating that it sells prefabricated and/or predesigned bridges.

F. Respondent Vodicka's practice of engineering without a license and Respondent SBC's practice of organizational engineering without proper authorization was a substantial risk to the life, health and property of the public and the Board imposed a civil penalty of $10,000.00 as allowed under Neb. Rev. Stat. § 81-3444(1)(e).

5. Respondents failed to pay the $10,000 civil penalty and the Board initiated an Action for Enforcement of the civil penalty in the District Court of Lancaster County, Nebraska.

6. On January 30, 2017, the District Court of Lancaster County entered Summary Judgment in favor of the Board, upholding the civil penalty and entering judgment against Respondents in the amount of $10,000.

CASE NO. 16.06

The Parties:

7. In addition to the above named parties, David Vodicka, is an individual who holds himself out as the sole proprietor of the Standard Bridge Co. YouTube channel.

The Hearing:

8. On August 25, 2016, the undersigned issued a cease and desist letter to Dennis Vodicka, Standard Bridge Co. LLC and David Vodicka explaining that they were not authorized to hold Dennis Vodicka out as an engineer or promote the SBC, LLC prefabricated bridge design. The cease and desist letter also instructed Dennis Vodicka and David Vodicka to remove any and all reference to Dennis Vodicka acting as an engineer and any promotion of the Standard Bridge Company prefabricated bridge system on various websites, including, but not limited to, the Standard Bridge Co. YouTube Channel and corresponding Vimeo account.

9. On October 19, 2016 the Board issued a Petition for Disciplinary Action: Case No. 16.06 and Notice of Hearing to Respondents Vodicka and SBC alleging the following:

A. Respondent Vodicka did not hold an engineering license in the State of Nebraska.

B. Respondent SBC did not hold a Certificate of Authorization authorizing its employees to practice engineering in Nebraska.

C. Respondent Vodicka was engaged in the practice and promotion of the practice of engineering in violation of Neb. Rev. Stat. §§ 81-3441 and 81-3442 by posting, developing, and appearing in websites promoting and advertising engineering services.

D. Respondent SBC was engaged in the organizational practice of engineering in violation of § 81-3436 by posting and developing websites promoting and advertising engineering services.

10. On October 20, 2016 the Board issued a Second Amended Notice of Hearing to Respondents Vodicka and SBC scheduling the hearing on the Petition for Disciplinary Action for January 13, 2017 at 8:30 a.m.

11. The hearing was held on January 13, 2017. A quorum of the Board was present. The Board was represented through counsel, Special Assistant Attorney General Sean Minahan. Greg Henriksen appeared on behalf of Respondent SBC. Respondent Vodicka appeared on behalf of himself. Respondent David Vodicka did not appear.

12. Evidence and testimony was provided including evidence as to the following:

A. On March 27, 2016, the Standard Bridge Co. YouTube Channel was created and published which promoted SBC, LLC's prefabricated bridge system

including photos of the drawings and engineering of the bridge system and multiple documents illustrating Respondent Vodicka's experience and education in building and designing bridges.

B. On March 27, 2016 Standard Bridge Co. YouTube Channel published a video of David Vodicka (the "David Vodicka Video") promoting Dennis Vodicka's involvement with SBC, LLC and the development of the SBC, LLC prefabricated bridge system. The David Vodicka Video also included links to the documents linked in the Standard Bridge Co. YouTube Channel.

C. On March 27, 2016, the Standard Bridge Co. YouTube Channel published a video of Dennis Vodicka in his home describing his education and experience in building and designing bridges and promoting the SBC, LLC prefabricated bridge system. In the video, Dennis Vodicka specifically stated he was advertising the SBC, LLC prefabricated bridge design to Nebraska counties.

D. Vodicka and SBC voluntarily provided the live testimony and the information to the Standard Bridge YouTube Channel and corresponding websites which promoted Dennis Vodicka's education and experience in building and designing bridges, Dennis Vodicka's involvement with SBC, LLC and the development of the SBC, LLC prefabricated bridge system and advertisements and promotions of the bridge system to counties in Nebraska.

E. Vodicka failed to make any attempt to issue a cease and desist or request the Standard Bridge YouTube Channel and corresponding websites stop publishing the information and videos provided by Vodicka and SBC despite receiving notice that the

websites may violate Neb. Rev. Stat. §§ 81-3441 and 81-3442 and Neb. Rev. Stat. §81-3436.

Findings of Fact

13. Respondent Vodicka does not hold an engineering license in the State of Nebraska, as required under Neb. Rev. Stat. § 81-3441. Nor does Respondent Vodicka hold an engineering license in any other state.

14. Respondent SBC does not hold a Certificate of Authorization as required under Neb. Rev. Stat. § 81-3446(2).

Conclusions of Law

15. Through his conduct, Respondent Vodicka has been engaged in the practice of engineering in violation of §§ 81-3441 and 81-3442.

16. Through its conduct, Respondent SBC is an organization that has been engaged in the organizational practice of engineering in violation of § 81-3436.

17. Respondent David Vodicka was not engaged in the practice of engineering.

18. The practice of engineering without a license is a violation of the Engineers and Architects Regulation Act, Neb. Rev. Stat. §§ 82-3401 to 81-3455, and Respondent Vodicka and is subject to disciplinary action.

19. An entity holding itself out as an engineering company without a Certificate of Authorization is a violation of the Engineers and Architects Regulation Act, Neb. Rev. Stat. § 82-3401 to 81-3455, and Respondent SBC is subject to disciplinary action.

20. Respondent Vodicka is hereby directed to cease and desist all acts constituting the unlicensed practice of engineering, including, but not limited to, producing, developing, providing support and information for, and participating in websites advertising or promoting the

SBC website and soliciting governmental entities and political subdivisions for the sale of prefabricated and/or predesigned bridges.

21. Respondent SBC is hereby directed to cease and desist all business operations that indicate that SBC is engaged in the organizational practice of engineering and is directed to terminate any involvement in the production, development, support or participation in websites advertising or promoting SBC and soliciting governmental entities and political subdivisions for the sale of prefabricated and/or predesigned bridges.

22. The Board further finds that Respondent Vodicka's practice of engineering without a license and Respondent SBC's practice of organizational engineering without proper authorization is a substantial risk to the life, health and property of the public and will hereby impose a civil penalty of $10,000.00 as allowed under Neb. Rev. Stat. § 81-3444(1)(e) in the event the Respondents fail to abide by the following settlement provisions.

SETTLEMENT AGREEMENT FOR CASES 15.04 AND 16.06

23. The parties re-allege, incorporate, and apply paragraphs 1-22 as if fully set forth herein.

24. Respondent Vodicka acknowledges the Board's investigations, findings of law as outlined above, and admits fault on all allegations and subsequent findings on Case Nos. 15.04 and 16.06 regarding the unauthorized practice of engineering in the State of Nebraska in violation of Neb. Rev. Stat. §§ 81-3441, 81-3442 and 81-3436 and is subject to disciplinary action. Respondent Vodicka acknowledges the judgment in the amount of $10,000 entered against him by the District Court of Lancaster County, Nebraska. In an effort to resolve Case Nos. 15.04 and 16.06 without further formal proceedings, Respondent agrees to enter into this Settlement Agreement.

25. Respondent SBC acknowledges the Board's investigations, findings of law and admits fault on all allegations and subsequent findings on Case Nos. 15.04 and 16.06 regarding the unauthorized practice of engineering in the State of Nebraska in violation of Neb. Rev. Stat. §§ 81-3441, 81-3442 and 81-3436 and is subject to disciplinary action. Respondent SBC acknowledges the judgment in the amount of Ten Thousand Dollars ($10,000) entered against him by the District Court of Lancaster County, Nebraska. In an effort to resolve Case Nos. 15.04 and 16.06 without further formal proceedings, Respondent agrees to enter into this Settlement Agreement.

26. The Board agrees it will not pursue collection on the judgment entered by the District Court of Lancaster County or pursue enforcement of a civil penalty pursuant to its Conclusions of Law (paragraphs (15) – (22)) on Case No. 16.06, except if necessary to enforce the terms of this Settlement Agreement, if Respondent complies with the Settlement Agreement, including the following terms:

A. Within thirty (30) days of approval of this Settlement Agreement Respondents pay One Thousand Dollars ($1,000) constituting a civil penalty with respect to the violations alleged as allowed under Neb. Rev. Stat. § 81-3444(2)(e);

B. Discontinue any and all solicitation, advertisement, promotion of any bridge design in the State of Nebraska that is not certified or approved by a professional engineer licensed in the State of Nebraska unless such bridge design is exempt from certification or approval under the Nebraska Revised Statutes or Engineers and Architects Regulation Act; and

C. To the extent allowed by law, prevent and prohibit third parties from using or publishing information about Dennis Vodicka and SBC in any manner that may

constitute a violation of Neb. Rev. Stat. §§ 81-3441 and 81-3442 and Neb. Rev. Stat. §81-3436.

D. Respondents agree to comply with all provisions of Nebraska law and regulations which govern the practice of engineering in the State of Nebraska.

27. The Board and Respondents hereto agree not to denigrate or disparage any other party, or any representative of any party, to this settlement for any reason related to the dispute.

28. Respondents voluntarily agree to the terms of this Settlement Agreement.

29. Respondents agree and understand that if either is found to violate any other or separate provision of Nebraska law or regulation which govern the practice of engineering in the State of Nebraska, the Board may consider matters referenced in this Settlement Agreement in imposing any subsequent penalty against Respondent for separate offenses.

30. Respondents agree and understand that if either does not comply in all respects with the terms of this Settlement Agreement the Board will (1) immediately pursue collection of the full judgment of Ten Thousand Dollars ($10,000) entered by the District Court of Lancaster County enforcing the civil penalty assessed in Case No. 15.04; (2) enter a formal order in Case No. 16.06 finding as stated in Paragraphs (15) – (21); (3) impose a civil penalty in the amount of Ten Thousand Dollar ($10,000) as indicated in Paragraph (22); and (3) seek enforcement of said civil penalty in the District Court of Lancaster County, Nebraska. Respondents acknowledge that the Board will also be entitled to pursue all other remedies allowed pursuant to Nebraska law and regulations, including a separate proceeding brought against the Respondent with respect to the violations alleged in the complaint.

31. The parties agree and understand this Settlement Agreement is not binding unless and until it is accepted and approved by the Board.

Dated this 1 day of June, 2017

By: _____
Sean Minahan, #22342
Special Assistant Attorney General
Nebraska Board of Engineers and Architects

By: _____
Dennis Vodicka

By: _____
As CEO of Standard Bridge Company, LLC

BOARD APPROVAL

The foregoing Settlement Agreement, having been signed and executed by the Respondents, as well as the attorney for the Board in this particular matter, has been reviewed by the members of the Nebraska Board of Engineers and Architects, and by virtue of the signature below, this Settlement Agreement is approved by the Board.

Dated this 29th day of June, 2017

By: _____
As Chair, Nebraska Board of Engineers and Architects

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