

BEFORE THE NEBRASKA BOARD OF ENGINEERS AND ARCHITECTS

IN THE MATTER OF:	)	CASE NO.: 18.15
NEBRASKA BOARD OF ENGINEERS	)	
AND ARCHITECTS,	)	
	)	
Petitioner,	)	
	)	<b>SETTLEMENT AGREEMENT</b>
v.	)	
	)	
A&E NATIONAL, INC., and	)	
ROBERT FECHTMEISTER, Individually,	)	
	)	
Respondents.	)	

COME NOW the Complainant, State of Nebraska Board of Engineers and Architects (the "Board"), and Respondents, A&E National, Inc. ("A&E") and Robert Fechtmeister ("Fechtmeister") and in consideration of the mutual covenants and agreements contained herein, stipulate and agree as follows:

**THE PARTIES**

1. Respondent, A&E (CA 1902), is an entity that provides architectural services and engineering consulting services for commercial projects in several states, including the State of Nebraska.
2. Respondent, Fechtmeister (A-2856), is an individual who holds a license in the State of Nebraska to practice architecture and is an owner of Respondent A&E.
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 August 14, 2018, the Board received a complaint alleging the Respondents forged the name of Brian Wieseler (E-9895) on a Certificate of Authorization Renewal Application dated November 16, 2011, and forged Mr. Wieseler's signature and professional engineering seal on multiple mechanical, electrical, and plumbing ("MEP") plans for projects in the State of California.

5. A&E and Fechtmeister acknowledge the Board's allegations but deny the allegations of forgery. In an effort to resolve this matter without further formal proceedings, A&E and Fechtmeister agree to enter into this Settlement Agreement.

6. In the event there are any further violations of Nebraska statutes or regulations, the parties agree that the Settlement Agreement will not be construed as a legal admission by A&E and Fechtmeister of a violation of law or regulation, except for the limited purpose as referenced in this Agreement.

7. A&E and Fechtmeister are entitled to formal process, including a hearing as provided by law. However, the Board and A&E and Fechtmeister have agreed by way of this Settlement Agreement to resolve this matter, without formal process, including a formal hearing. A&E and Fechtmeister hereby waive their right to any hearing or procedure provided by law and further waive any right to review any order entered by the Board prior to an entry of final order in this case.

9. The Board agrees it will forego prosecuting the formal action against A&E and Fechtmeister, except if necessary, to enforce the terms of this Settlement Agreement, if A&E and Fechtmeister comply with the Settlement Agreement, including the following terms:

(A) Within six (6) months of approval of this Settlement Agreement, A&E and Fechtmeister will pay Two Thousand Five Hundred Dollars (\$2,500) constituting a civil penalty with respect to the violations alleged: and

(B) Within three (3) months of approval of this Settlement Agreement, A&E and Fechtmeister jointly will pay costs as follows:

- |                         |                    |
|-------------------------|--------------------|
| 1. Investigatory Costs: | \$ <u>0</u>        |
| 2. Attorney Fees:       | \$ <u>2,824.50</u> |
| 3. Total:               | \$ <u>2,824.50</u> |

(C) A&E and Fechtmeister shall submit to the Board electronic copies of any and all formal submissions of technical documents which are signed and sealed by any licensed professional engineer and/or architect and prepared either by Fechtmeister or through A&E in accordance with Neb. Rev. Stat. §81-3436 for a period of three (3) years.

(D) A&E and Fechtmeister agree to cease and desist any current and future use of any design, plan or drawing which has not been personally signed and sealed by the architect or professional engineer who reviewed and approved the design, plan or drawing.

10. A&E and Fechtmeister voluntarily agree to the terms of this Settlement Agreement.

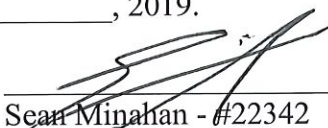
11. A&E and Fechtmeister agree and understand that if either are found to violate any other or separate provision of Nebraska law or regulation which govern the activities of licensed architects and professional engineers in the State of Nebraska within a period of five (5) years of executing this Settlement Agreement, the Board may consider matters referenced in this Settlement Agreement in imposing any subsequent penalty against A&E and Fechtmeister for separate offenses.

12. A&E and Fechtmeister agree and understand that if either does not comply in all respects with the terms of this Settlement Agreement the Board is entitled to pursue all other remedies allowed pursuant to Nebraska law and regulations, including a separate proceeding brought against A&E and Fechtmeister with respect to the violations alleged in the complaint.

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

Dated this 20<sup>TH</sup> day of MAY, 2019.

By: \_\_\_\_\_

  
Sean Minahan - #22342  
Special Assistant Attorney General  
Nebraska Board of Engineers and Architects

By: \_\_\_\_\_

  
Robert Fechtmeister

By: \_\_\_\_\_

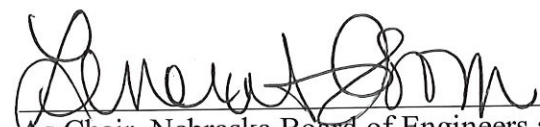
  
As President of A&E National Inc.

#### BOARD APPROVAL

The foregoing Settlement Agreement, having been signed and executed by A&E National, Inc. and Robert Fechtmeister, 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 14<sup>TH</sup> day of June, 2019

By: \_\_\_\_\_

  
As Chair, Nebraska Board of Engineers and Architects

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