

BEFORE THE NEBRASKA BOARD OF ENGINEERS AND ARCHITECTS

IN THE MATTER OF:	)	CASE NO.: 22.08
NEBRASKA BOARD OF ENGINEERS	)	
AND ARCHITECTS,	)	
	)	
Complainant,	)	
	)	<b>SETTLEMENT AGREEMENT FOR</b>
v.	)	<b>DISCIPLINARY ACTION</b>
	)	
CHRISTOPHER HAHN,	)	
	)	
Respondent.	)	

COME NOW the Complainant, State of Nebraska Board of Engineers and Architects (the "Board"), and Respondent, Christopher Hahn and in consideration of the mutual covenants and agreements contained herein, stipulate and agree as follows:

**THE PARTIES**

1. Respondent, Christopher Hahn ("Hahn"), is an individual who is a licensed professional engineer (E-12665) in the State of Nebraska.
2. 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.
3. On December 10, 2021, the Board initiated a complaint against Hahn regarding violations of Title 110 Neb. Admin. Code. Rules 5.1.1, and 5.1.3 related to Hahn's structural engineering analysis and design of a roof addition to accommodate the installation of a cooling tower on a project located at 10558 J Street, Omaha, Nebraska 68127 (the "Project").

4. During the investigation the Board was provided information as to various deficiencies in the engineering plans submitted by Hahn for the Project.

5. The parties to this Settlement Agreement hereby stipulate that Hahn has violated Title 110 Neb. Admin. Code Rule 5.1.1, 5.1.3 and 5.1.6 as it relates to the Project.

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 Hahn of a violation of law or regulation, except for the limited purpose as referenced in this Agreement.

7. Hahn is entitled to formal process, including a hearing as provided by law. However, the Board and Hahn, have agreed by way of this Settlement Agreement to resolve this matter, without formal process, including a formal hearing. Hahn hereby waives his right to any hearing or procedure provided by law and further waives any right to review any findings entered by the Board prior to an entry of final order in this case.

8. The Board agrees it will forego prosecuting the formal action against Hahn, except if necessary to enforce the terms of this Settlement Agreement, if Hahn complies with the Settlement Agreement, including the following terms:

- (A) Hahn will cease and desist from providing any structural engineering services on any project, defined as the modification of structural elements or addition of load to an existing structure, and subject to regulation in accordance with the Nebraska Engineers and Architects Act Neb. Rev. Stat. §81-3401 et al;
- (B) Within 30 days of approval of this Settlement Agreement, Hahn will pay costs as follows:

1. Investigatory Costs: \$298.00
2. Attorney Fees: \$693.00
3. Total: \$991.00

(C) Within 30 days of approval of this Settlement Agreement, Hahn agrees to pay a civil penalty of Five Hundred Dollars (\$500.00) in addition to the costs identified in (B).

9. Hahn voluntarily agrees to the terms of this Settlement Agreement and understands the Settlement Agreement will be formally considered a disciplinary action by the Board.

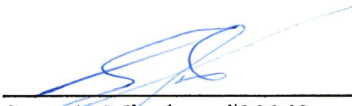
10. Hahn agrees and understands that if he is found to violate any other or separate provision of Nebraska law or regulation which govern the activities of licensed professional engineers in the State of Nebraska within a period of five (5) years of executing this Settlement Agreement, the Board may consider matters referenced in this Settlement Agreement in imposing any subsequent penalty against Hahn for separate offenses.

11. Hahn agrees and understands that if he 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 Hahn with respect to the violations alleged in the complaint.

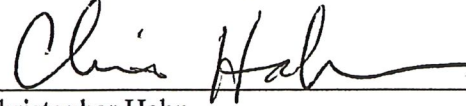
12. The parties agree and understand this Settlement Agreement is not binding unless and until it is accepted and approved by the Board.

DATED this 12 day of January, 2023

By:

  
Sean A. Minahan, #22342  
Special Assistant Attorney General  
Nebraska Board of Engineers and Architects

By:


  
Christopher Hahn

### BOARD APPROVAL

The foregoing Settlement Agreement, having been signed and executed by Christopher Hahn 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 20 day of JANUARY, 2023

By:

  
As Chair, Nebraska Board of Engineers  
and Architects