

BEFORE THE NEBRASKA BOARD OF ENGINEERS AND ARCHITECTS

IN THE MATTER OF:	)	COMPLAINT NO.: 22.26
NEBRASKA BOARD OF ENGINEERS	)	
AND ARCHITECTS,	)	
	)	
Petitioner,	)	
	)	<b>SETTLEMENT AGREEMENT</b>
v.	)	
	)	
BENJAMIN W. YEUNG,	)	
	)	
Respondent.	)	
	)	

COME NOW the Complainant, State of Nebraska Board of Engineers and Architects (the “Board”), and Respondent, Benjamin W. Yeung (“Respondent”) and in consideration of the mutual covenants and agreements contained herein, stipulate and agree as follows:

**THE PARTIES**

1. Respondent, Benjamin W. Yeung (E-12886), is an individual who holds a license in the State of Nebraska for the practice of mechanical engineering.
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 November 10, 2022, the Board received a renewal application from Respondent, wherein Respondent affirmed that Respondent had “satisfied the mandatory continuing education requirements of Nebraska.”
4. On December 7, 2022, Respondent’s renewal application was audited pursuant to Neb. Admin. Code Title 110 9.7.1, and it was determined that Respondent had not satisfied the

mandatory continuing education requirements of Neb. Admin. Code Title 110 9.2 at the time Respondent had submitted the renewal application.

5. The Board finds that Respondent submitted a materially false statement in connection with Respondent's renewal application and is in violation of Neb. Admin. Code Title 110 9. et al. and is, therefore, subject to Disciplinary Action pursuant to Neb. Admin. Code Title 110 5.4. et al.

6. In an effort to resolve this matter without further formal proceedings, Respondent agrees to enter into this Settlement Agreement.

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

8. Respondent is entitled to a formal process, including a hearing as provided by law. However, the Board and Respondent have agreed by way of this Settlement Agreement to resolve this matter, without formal process, including a formal hearing. Respondent hereby waives his right to any hearing or procedure provided by law and further waives 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 Respondent, except if necessary, to enforce the terms of this Settlement Agreement, if Respondent complies with the Settlement Agreement, including the following terms:

(A) Respondent is granted 60 days to comply with Neb. Admin. Code Title 110 9.2 and provide the Board supporting documentation to substantiate Respondent's compliance.

(B) Respondent shall pay to the Board a civil penalty in the amount of Five Hundred Dollars within 60 days of executing this Settlement Agreement.

(C) Respondent shall cease and desist from violating any laws, rules or orders entrusted to be enforced by the Board.

10. Respondent voluntarily agrees to the terms of this Settlement Agreement.

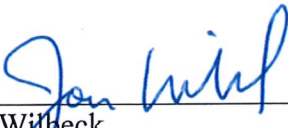
11. Respondent agrees and understands that if Respondent is found to violate any other or separate provision of Nebraska law or regulation which govern the activities of licensed professional engineers in the State of Nebraska within a period of five (5) years of executing this Settlement Agreement,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

12. Respondent agrees and understands that if Respondent 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 Respondent with respect to the violations alleged in the complaint.

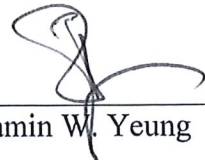
13. The parties agree and understand this Settlement Agreement is not binding unless and until it is accepted and approved by the Board.

Dated this 9<sup>th</sup> day of December, 2022.

By:

  
\_\_\_\_\_  
Jon Wilbeck  
Executive Director  
Nebraska Board of Engineers and Architects

By:

  
\_\_\_\_\_  
Benjamin W. Yeung

**BOARD APPROVAL**

The foregoing Settlement Agreement, having been signed and executed by Respondent, Benjamin W. Yeung, as well as the Executive Director 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 16th day of February, 2023



By: \_\_\_\_\_  
As Chair, Nebraska Board of Engineers and  
Architects