

BEFORE THE NEBRASKA BOARD OF ENGINEERS AND ARCHITECTS

IN THE MATTER OF:	)	COMPLAINT NO.: 23.23
NEBRASKA BOARD OF ENGINEERS AND	)	
ARCHITECTS,	)	
	)	
Petitioner,	)	
	)	<b>SETTLEMENT AGREEMENT</b>
v.	)	
	)	
CASEY J. WITTKOP,	)	
	)	
Respondent.	)	
	)	

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

**THE PARTIES**

1. Respondent, Casey J. Wittkop (E-16601), is an individual who holds a license in the State of Nebraska for the practice of 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 October 19, 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 September 22, 2023, Respondent's renewal application was audited pursuant to Neb. Admin. Code Title 110 Rule 9.7. Upon subsequent review, it was determined that Respondent

had not satisfied the mandatory continuing education requirements of Neb. Admin. Code Title 110 Rule 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 Rule 9. et al. and is, therefore, subject to Disciplinary Action pursuant to Neb. Admin. Code Title 110 Rule 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 must comply with Neb. Admin. Code Title 110 9.2 and provide the Board supporting documentation to substantiate Respondent's compliance by December 31, 2023.

(B) Respondent shall pay to the Board a civil penalty in the amount of One Thousand, Five Hundred Dollars (\$1,500) and costs in the amount of Six Hundred Eleven Dollars and Ninety Four Cents (\$611.94) within 30 days of executing this Settlement Agreement.

- a. Civil Penalty .....\$1,500.00
- b. Attorney's Fees .....\$468.00
- c. Investigative Costs .....\$143.94
- d. **Total** .....**\$2,111.94**

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

(D) Respondent will complete continuing education *in arrears* for the 2021-22 renewal period and any activities claimed will be applicable only to that renewal period.

(E) Respondent's license will be suspended upon full execution of this agreement. Suspension will be removed only upon successful completion of all terms of this agreement, but in no event will said suspension be removed earlier than one (1) year from the audit completion date.

(F) Respondent understands that this Settlement Agreement represents disciplinary action against Respondent's license to practice engineering in Nebraska.

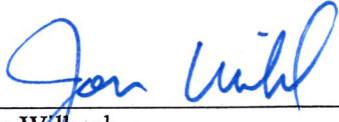
10. Respondent voluntarily agrees to the terms of this Settlement Agreement.

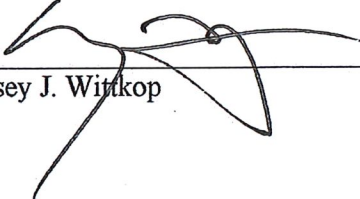
11. Respondent agrees and understands that if Respondent is found to violate any other or separate provision of Nebraska law or regulation which govern the activities of licensed professional engineers in the State of Nebraska within a period of five (5) years of executing this Settlement Agreement, 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 20th day of October, 2023.

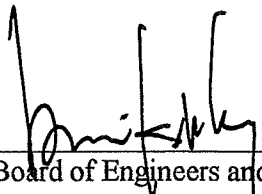
By:  Date: 20 OCT 2023  
Jon Wilbeck  
Executive Director  
Nebraska Board of Engineers and Architects

By:  Date: 1/9/2024  
Casey J. Wittkop

**BOARD APPROVAL**

The foregoing Settlement Agreement, having been signed and executed by Respondent, Casey J. Wittkop, 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 19 day of JANUARY, 2024

By:   
As Chair, Nebraska Board of Engineers and Architects