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Nebraska Judicial Branch

Case Summary

In the District Court of Douglas County
 The Case ID is CI 18 0010724
 Tracy Kangas v. Red Development, LLC
 The Honorable James M Masteller, presiding.
 Classification: Negligence-Other
 Filed on 12/21/2018
 This case is Open as of 12/21/2018

Parties/Attorneys to the Case

Party	Attorney
Plaintiff ACTIVE Tracy Kangas	Clete Blakeman 17525 Arbor Street Omaha NE 68130 402-934-5500
Defendant ACTIVE Red Development, LLC c/o Corporation Service Company 2911 SW Wanamaker Dr; Ste 204 Topeka KS 66614	Michael T Gibbons 619 N 90th Street Omaha NE 68114 402-391-6000
Defendant ACTIVE 168th & Dodge LP c/o CSC Lawyers Inc. Service Co. 233 S. 13th St; Ste 1900 Lincoln NE 68508	David L Welch 10250 Regency Circle, Ste 300 Omaha NE 68117 402-397-5500
Defendant ACTIVE Village Pointe Mall Management Office 17305 Davenport Omaha NE 68118	
Defendant ACTIVE A-Mallory Concrete Contracting Inc c/o Law Office-Medbery Prchal 10305 Joseph Circle LaVista NE 68128	Michael T Gibbons 619 N 90th Street Omaha NE 68114 402-391-6000
Defendant ACTIVE Scheels All Sports, Inc. c/o Dale Merkel 17202 Davenport Street Omaha NE 68118	Daniel L Willis 9290 W. Dodge Road, Suite 300 Omaha NE 68114 402-390-0300
Defendant ACTIVE Phoenix Insurance Company c/o CSC-Lawyers Inc Service Co 233 S. 13th St; Ste 1900 Lincoln NE 68508	Daniel L Willis 9290 W. Dodge Road, Suite 300 Omaha NE 68114 402-390-0300
Defendant ACTIVE Red Property Management LLC	David L Welch 10250 Regency Circle, Ste 300 Omaha NE 68117 402-397-5500
Alias is RP Management in Nebraska	

Court Costs Information

Incurring By	Account	Date	Amount
Plaintiff	Petition	12/21/2018	\$35.00
Plaintiff	Filing Fee - State	12/21/2018	\$1.00
Plaintiff	Automation Fee	12/21/2018	\$8.00
Plaintiff	NSC Education Fee	12/21/2018	\$1.00
Plaintiff	Dispute Resolution Fee	12/21/2018	\$0.75
Plaintiff	Indigent Defense Fee	12/21/2018	\$3.00
Plaintiff	Uniform Data Analysis Fee	12/21/2018	\$1.00
Plaintiff	J.R.F.	12/21/2018	\$6.00
Plaintiff	Filing Fee-JRF	12/21/2018	\$6.00
Plaintiff	Legal Aid/Services Fund	12/21/2018	\$6.25
Plaintiff	Complete Record	12/21/2018	\$15.00
Plaintiff	Service Fees	01/02/2019	\$6.88
Plaintiff	Service Fees	01/02/2019	\$6.88
Plaintiff	Service Fees	01/02/2019	\$6.88
Plaintiff	Service Fees	01/02/2019	\$6.88
Plaintiff	Service Fees	01/02/2019	\$6.88
Plaintiff	Service Fees	01/02/2019	\$6.88

Financial Activity

No trust money is held by the court
No fee money is held by the court

Payments Made to the Court

Receipt	Type	Date	For	Amount
318677	Electronic Trans	12/21/2018	Kangas, Tracy,	\$83.00
			Petition	\$35.00
			Filing Fee - State	\$1.00
			Automation Fee	\$8.00
			NSC Education Fee	\$1.00
			Dispute Resolution Fee	\$0.75
			Indigent Defense Fee	\$3.00
			Uniform Data Analysis	\$1.00
			J.R.F.	\$6.00
			Filing Fee-JRF	\$6.00

Receipt	Type	Date	For	Amount
			Legal Aid/Services Fun	\$6.25
			Complete Record	\$15.00

Register of Actions

12/12/2019 Notice-Service

This action initiated by group Red Management & 168th & Dodge LP
 Re: Supp Answers & Exp Wit Disc /mg
 Image ID N19346SF0D01

12/12/2019 Notice-Service

This action initiated by party A-Mallory Concrete Contracting Inc
 Re: Supp Answers /mg
 Image ID N19346N3QD01

09/17/2019 Answer to Cross-Claim

This action initiated by group Red Management & 168th & Dodge LP
 tc
 Image ID N192600XID01

08/30/2019 Answer to Cross-Claim

This action initiated by party A-Mallory Concrete Contracting Inc
 tc
 Image ID N19242E36D01

08/30/2019 Cross Petition/Counter Claim

This action initiated by party A-Mallory Concrete Contracting Inc
 al
 Image ID N19242E5WD01

08/14/2019 Notice-Service

This action initiated by party A-Mallory Concrete Contracting Inc
 Re: Supp Answers /mg
 Image ID N19226PZAD01

08/07/2019 Notice-Service

This action initiated by group Red Management & 168th & Dodge LP
 Re: Answers /mg
 Image ID N19219R4OD01

07/31/2019 Cross Petition/Counter Claim

This action initiated by group Red Management & 168th & Dodge LP
 tc
 Image ID N19212PDED01

06/24/2019 Notice-Service

This action initiated by group Red Management & 168th & Dodge LP
 Re: Answers /mg
 Image ID N191758W6D01

06/18/2019 Notice-Service

This action initiated by party A-Mallory Concrete Contracting Inc
 Re: Answers /mg
 Image ID N19169D14D01

06/17/2019 Notice-Service
This action initiated by group Red Management & 168th & Dodge LP
Re: Answers & Responses /AK/
Image ID N191687Q0D01

05/14/2019 Order-Hearing
This action initiated by James M Masteller
status conf - see image hrng info
ag eNotice Certificate Attached
Image ID 001869693D01

05/14/2019 Signed Scheduling Order
This action initiated by James M Masteller
RT eNotice Certificate Attached
Image ID 001869692D01

04/22/2019 Notice Issued
The document number is 00605005
Notice of Intent to Dismiss
Clete Blakeman clete@carlsonburnett.com
Image ID D00605005D01

04/22/2019 Notice Issued
The document number is 00605004
Notice of Intent to Dismiss
David L Welch dwelch@pheblaw.com
Image ID D00605004D01

04/22/2019 Notice Issued
The document number is 00605003
Notice of Intent to Dismiss

Daniel L willis dwillis@ctagd.com
Image ID D00605003D01

04/22/2019 Notice Issued
The document number is 00605002
Notice of Intent to Dismiss
Michael T Gibbons mgibbons@woglaw.com
Image ID D00605002D01

04/22/2019 Notice Issued
The document number is 00605001
Notice of Intent to Dismiss
Village Pointe Mall
Image ID D00605001D01

04/22/2019 Notice Issued

The document number is 00605000
Notice of Intent to Dismiss
David L Welch dwelch@pheblaw.com
Image ID D00605000D01

04/03/2019 Notice-Service
This action initiated by party A-Mallory Concrete Contracting Inc
Re: Responses /mg
Image ID N19093N3CD01

04/01/2019 Notice-Service
This action initiated by party A-Mallory Concrete Contracting Inc
Re: Answers /mg
Image ID N19091DBYD01

04/01/2019 Notice-Service

This action initiated by party A-Mallory Concrete Contracting Inc

Re: Responses /mg
Image ID N19091D9WD01

03/25/2019 Notice-Service
This action initiated by group Red Management & 168th & Dodge LP
Re: Answers /mg
Image ID N1908462AD01

03/20/2019 Notice-Service
This action initiated by group Red Management & 168th & Dodge LP
Re: Answers /mg
Image ID N19079JCKD01

02/22/2019 Notice-Service
This action initiated by group Red Management & 168th & Dodge LP

Re: Interrogs & Req /mg
Image ID N1905389ID01

02/20/2019 Notice-Service
This action initiated by group Scheels All Sports & Phoenix Ins C
Re: Answers /mg
Image ID N19051TAYD01

02/13/2019 Notice-Service
This action initiated by party A-Mallory Concrete Contracting Inc
Re: Interrogs & Req /mg
Image ID N19044YSGD01

02/13/2019 Notice-Service
This action initiated by party A-Mallory Concrete Contracting Inc
Re: Interrogs & Req /mg

Image ID N19044YRCD01

02/13/2019 Notice-Service
This action initiated by party A-Mallory Concrete Contracting Inc
Re: Interrogs & Req /mg
Image ID N19044YR8D01

02/13/2019 Notice-Service
This action initiated by party A-Mallory Concrete Contracting Inc
Re: Interrogs & Req /mg
Image ID N19044YR2D01

01/28/2019 Notice-Service
This action initiated by party A-Mallory Concrete Contracting Inc
ts re: interrogatories & prod of documents
Image ID N19028Q34D01

01/28/2019 Answer
This action initiated by party A-Mallory Concrete Contracting Inc
ts
Image ID N19028Q2WD01

01/23/2019 Notice-Service
This action initiated by group Red Management & 168th & Dodge LP
Re: Interrogs & Req /mg
Image ID N190230IQD01

01/22/2019 Amended Answer
This action initiated by group Scheels All Sports & Phoenix Ins C
MG
Image ID N19022WCSD01

01/21/2019 Answer
kr This action initiated by group Scheels All Sports & Phoenix Ins C
Image ID N19021N7AD01

01/15/2019 Notice-Service
al Interrogatories & requests for production of documents
This action initiated by group Red Management & 168th & Dodge LP
Image ID N19015WBKD01

01/15/2019 Answer
al This action initiated by group Red Management & 168th & Dodge LP
Image ID N19015WBGD01

01/10/2019 Amended Complaint
MG This action initiated by party Tracy Kangas
Image ID N19010ENMD01

01/03/2019 Appearance of Counsel
Re: David Welch JB This action initiated by group Red Management & 168th & Dodge LP
Image ID N19003H62D01

01/02/2019 Return Summons/Alias Summons
JB The document number is 00582755
Served 12/27/2018, Certified Mail
Image ID N190028ACD01

01/02/2019 Return Summons/Alias Summons
JB The document number is 00582754
Served 12/24/2018, Certified Mail
Image ID N190028A2D01

01/02/2019 Return Summons/Alias Summons
JB The document number is 00582753
Served 12/28/2018, Certified Mail
Image ID N1900289WD01

01/02/2019 Return Summons/Alias Summons
JB The document number is 00582752
Served 12/26/2018, Certified Mail
Image ID N1900289OD01

01/02/2019 Return Summons/Alias Summons
JB The document number is 00582751
Served 12/27/2018, Certified Mail
Image ID N1900289GD01

01/02/2019 Return Summons/Alias Summons
JB The document number is 00582750
Served 12/26/2018, Certified Mail
Image ID N19002892D01

12/21/2018 Summons Issued on The Phoenix Insurance Company
Summons The document number is 00582755
e-mailed

Image ID D00582755D01

12/21/2018 Summons Issued on Scheels All Sports, Inc.
The document number is 00582754
Summons e-mailed
Image ID D00582754D01

12/21/2018 Summons Issued on A-Mallory Concrete Contracting Inc
The document number is 00582753
Summons e-mailed
Image ID D00582753D01

12/21/2018 Summons Issued on Village Pointe Mall
The document number is 00582752
Summons e-mailed
Image ID D00582752D01

12/21/2018 Summons Issued on 168th & Dodge LP
The document number is 00582751
Summons e-mailed
Image ID D00582751D01

12/21/2018 Summons Issued on Red Development, LLC
The document number is 00582750
Summons e-mailed
Image ID D00582750D01

12/21/2018 Complaint-Praecipe
This action initiated by party Tracy Kangas
as
Image ID N183556UWD01

Judges Notes

05/13/2019
Masteller, James
Signed proposed scheduling order. Signed order to appear for
scheduling conference hearing set for 02/11/2020 @ 8:45 a.m., sent
copies of order to counsel of record.

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

TRACY KANGAS,

Plaintiff,

v.

**RED DEVELOPMENT, LLC, 168th &
DODGE LP, VILLAGE POINTE MALL,
A-MALLORY CONCRETE
CONTRACTING, INC., SCHEELS ALL
SPORTS, INC., as subrogee, and THE
PHOENIX INSURANCE COMPANY, as
subrogee,**

Defendants.

Case No. CI 18 - _____

**COMPLAINT AND
REQUEST FOR JURY**

COMES NOW Tracy Kangas (hereinafter "Plaintiff") and for her cause of action against the Defendants Red Development, LLC, 168th & Dodge LP, Village Pointe Mall, A-Mallory Concrete Contracting, Inc., Scheels All Sports, Inc., as subrogee, and The Phoenix Insurance Company, as subrogee, states and alleges as follows:

JURISDICTION AND PARTIES

1. Plaintiff is a resident of Omaha, Douglas County, Nebraska.
2. Defendant Red Development, LLC (hereafter, "Red") is a foreign corporation conducting business in Omaha, Douglas County, Nebraska.
3. Defendant 168th & Dodge LP (hereafter, "Dodge LP") is a domestic corporation conducting business in Douglas County, Nebraska.
4. Defendant Village Pointe Mall (hereafter, "VP") has a principle place of business at 17305 Davenport; Suite 203; Omaha, Douglas County, Nebraska.

5. Defendant A-Mallory Concrete Contracting, Inc. (hereafter, "A-Mallory") is a domestic corporation with its principle place of business at 13305 Portal Drive in Omaha, Douglas County, Nebraska.
6. Defendant/Subrogee Scheels All Sports, Inc. ("Scheels") is foreign corporation, the Plaintiff's employer and, at all times relevant, is doing business in the State of Nebraska.
7. Defendant/Subrogee The Phoenix Insurance Company ("Phoenix") is a workers' compensation insurance company doing business in the State of Nebraska.
8. As a result of the incident alleged in this Complaint, Subrogee Scheels, through Subrogee Phoenix, was responsible for payment of Nebraska Workers' Compensation benefits to the Plaintiff and, pursuant to Nebraska Revised Statute §48-118.01, Scheels and Phoenix are joined in the action for purposes of determining any fair and equitable distribution of proceeds from any settlement or judgment.
9. Pursuant to *Neb Rev Stat* § 25-403.01, venue is proper in Douglas County, Nebraska, as it is the county where the incident giving rise to this cause of action occurred.
10. At all times relevant herein, Defendants Red, Dodge LP and VP owned, managed and controlled the premises of Village Pointe Mall including the location where Scheels All Sports, Inc. store is located at 17202 Davenport Street in Omaha, Douglas County, Nebraska.
11. At all times relevant herein, Defendant A-Mallory provided snow/ice removal and associated services to Defendants Red, Dodge LP, VP and Scheels, for the Scheels All Sports store located at 17202 Davenport Street in Omaha, Douglas County, Nebraska.
12. At all times material herein, Plaintiff was an employee of Scheels All Sports, Inc. at its location at 17102 Davenport Street in the Village Pointe Mall in Omaha, Nebraska.

13. On or about December 28, 2015, Plaintiff was on her way to work and walking toward the designated "employee entrance" on the west side of the Scheels store when she slipped and fell on ice and snow that had accumulated on the access route near the employee entrance.
14. As a direct result of the fall, Plaintiff sustained severe personal injuries.
15. The pervasive ice and snow conditions on the access route to the Scheels employee entrance constituted a hazardous condition for users of the property including Plaintiff.
16. The injuries to Plaintiff were caused solely and proximately by the negligence of Defendants Red, Dodge LP, VP and A-Mallory. Such negligence was as follows:
 - a. Defendants created, knew, or in the exercise of reasonable care, should have known of the presence of a condition on its premises which presented an unreasonable risk of harm to users of its property;
 - b. Defendants failed to use reasonable care to discover, eliminate or to protect the plaintiff from a condition on its premises which presented an unreasonable risk of harm to users of the property;
 - c. Defendants failed to monitor, supervise, or control its premises to reasonably warn users of the property including plaintiff of a condition on the premises which presented an unreasonable risk of harm to users; and
 - d. Defendants failed to take reasonable precautions to adequately warn users of the property including plaintiff of a condition on the premises which presented an unreasonable risk of harm to users.
17. As a further, direct proximate result of Defendants' negligence, Plaintiff has sustained damages for the costs of her medical care and treatment.
18. As a further, direct proximate result of Defendants' negligence, Plaintiff has sustained a loss of wages.
19. As a further, direct proximate result of the negligence of Defendants, Plaintiff has suffered general damages, including damages for past, present and future pain and

suffering, mental and physical anguish, and distress and loss of the enjoyment of life.

WHEREFORE, Plaintiff requests judgment against the Defendants in an amount to be determined at trial, including but not limited to her general and special damages, plus interest thereon at the maximum legal rate, and court costs incurred herein.


DEMAND FOR JURY TRIAL

Plaintiff requests trial by jury on all issues in this matter.

DATED this 21st day of December, 2018.

Tracy Kangas, Plaintiff,

By: _____


Clete Blakeman #19498
Carlson & Burnett LLP
17525 Arbor Street
Omaha, NE 68130
Phone: (402) 415-6977
Fax: 866-486-0204
clete@carlsonburnett.com

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

TRACY KANGAS,

Plaintiff,

v.

RED DEVELOPMENT, LLC, 168th &
DODGE LP, VILLAGE POINTE
MALL, A-MALLORY CONCRETE
CONTRACTING, INC., SCHEELS
ALL SPORTS, INC., as subrogee, and
THE PHOENIX INSURANCE
COMPANY, as subrogee,

Defendants.

Case No. CI 18 -

PRAECIPE

TO: Clerk of the Douglas County District Court

Please prepare a Summons for service upon Defendants as follows:

Red Development, LLC
c/o Corporation Service Company
2900 SW Wanamaker Drive
Suite 204
Topeka, KS 66614

168th & Dodge LP
c/o CSC Lawyers Inc. Service Company
Suite 1900
233 South 13th Street
Lincoln, NE 68508

Village Pointe Mall
Management Office
17305 Davenport
Suite 203
Omaha, NE 68118

A-Mallory Concrete Contracting, Inc.
c/o Law Offices of Barbara Medbery-Prchal
10305 Joseph Circle
La Vista, NE 68128

Scheels All Sports, Inc.
c/o Dale Merkel
17202 Davenport Street
Omaha, NE 68118

The Phoenix Insurance Company
c/o CSC-Lawyers Incorporating Service Co.
233 South 13th Street
Suite 1900
Lincoln, NE 68508

Plaintiff requests that the Summons be returned to Plaintiff's counsel below to be served upon Defendants via certified mail.

DATED this 21st day of December, 2018.

Tracy Kangas, Plaintiff,

By: _____



Clete Blakeman #19498
Carlson & Burnett LLP
17525 Arbor Street
Omaha, NE 68130
Phone: (402) 415-6977
Fax: 866-486-0204
clete@carlsonburnett.com

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

TRACY KANGAS,

Plaintiff,

v.

- **RED PROPERTY MANAGEMENT, LLC d/b/a RP MANAGEMENT IN NEBRASKA, a Delaware LLC;**
- **168th & DODGE LP;**
- **A-MALLORY CONCRETE CONTRACTING, INC.;**
- **SCHEELS ALL SPORTS, INC., as subrogee, and**
- **THE PHOENIX INSURANCE COMPANY, as subrogee,**

Defendants.

Case No. CI 18 - 10724

**AMENDED COMPLAINT AND
REQUEST FOR JURY**

COMES NOW Tracy Kangas (hereinafter “Plaintiff”) and for her cause of action against the Defendants Red Property Management, LLC d/b/a RP Management in Nebraska, 168th & Dodge LP, A-Mallory Concrete Contracting, Inc., Scheels All Sports, Inc., as subrogee, and The Phoenix Insurance Company, as subrogee, states and alleges as follows:

JURISDICTION AND PARTIES

1. Plaintiff is a resident of Omaha, Douglas County, Nebraska.
2. Defendant Red Property Management, LLC d/b/a RP Management in Nebraska (hereafter, “Red”) is a Delaware LLC conducting business in Omaha, Douglas County, Nebraska.
3. Defendant 168th & Dodge LP (hereafter, “Dodge LP”) is a domestic corporation conducting business in Douglas County, Nebraska.

4. Defendant A-Mallory Concrete Contracting, Inc. (hereafter, "A-Mallory") is a domestic corporation with its principle place of business at 13305 Portal Drive in Omaha, Douglas County, Nebraska.
5. Defendant/Subrogee Scheels All Sports, Inc. ("Scheels") is foreign corporation, the Plaintiff's employer and, at all times relevant, is doing business in the State of Nebraska.
6. Defendant/Subrogee The Phoenix Insurance Company ("Phoenix") is a workers' compensation insurance company doing business in the State of Nebraska.
7. As a result of the incident alleged in this Complaint, Subrogee Scheels, through Subrogee Phoenix, was responsible for payment of Nebraska Workers' Compensation benefits to the Plaintiff and, pursuant to Nebraska Revised Statute §48-118.01, Scheels and Phoenix are joined in the action for purposes of determining any fair and equitable distribution of proceeds from any settlement or judgment.
8. Pursuant to *Neb Rev Stat* § 25-403.01, venue is proper in Douglas County, Nebraska, as it is the county where the incident giving rise to this cause of action occurred.
9. At all times relevant herein, Defendants Red and Dodge LP owned, managed and controlled the premises of Village Pointe Mall including the location where Scheels All Sports, Inc. store is located at 17202 Davenport Street in Omaha, Douglas County, Nebraska.
10. At all times relevant herein, Defendant A-Mallory provided snow/ice removal and associated services to Defendants Red, Dodge LP and Subrogee Scheels, for the Scheels All Sports store located at 17202 Davenport Street in Omaha, Douglas County, Nebraska.
11. At all times material herein, Plaintiff was an employee of Scheels All Sports, Inc. at its location at 17102 Davenport Street in the Village Pointe Mall in Omaha, Nebraska.

12. On or about December 28, 2015, Plaintiff was on her way to work and walking toward the designated “employee entrance” on the west side of the Scheels store when she slipped and fell on ice and snow that had accumulated on the access route near the employee entrance.
13. As a direct result of the fall, Plaintiff sustained severe personal injuries.
14. The pervasive ice and snow conditions on the access route to the Scheels employee entrance constituted a hazardous condition for users of the property including Plaintiff.
15. The injuries to Plaintiff were caused solely and proximately by the negligence of Defendants Red, Dodge LP and A-Mallory. Such negligence was as follows:
 - a. Defendants created, knew, or in the exercise of reasonable care, should have known of the presence of a condition on its premises which presented an unreasonable risk of harm to users of its property;
 - b. Defendants failed to use reasonable care to discover, eliminate or to protect the plaintiff from a condition on its premises which presented an unreasonable risk of harm to users of the property;
 - c. Defendants failed to monitor, supervise, or control its premises to reasonably warn users of the property including plaintiff of a condition on the premises which presented an unreasonable risk of harm to users; and
 - d. Defendants failed to take reasonable precautions to adequately warn users of the property including plaintiff of a condition on the premises which presented an unreasonable risk of harm to users.
16. As a further, direct proximate result of Defendants’ negligence, Plaintiff has sustained damages for the costs of her medical care and treatment.
17. As a further, direct proximate result of Defendants’ negligence, Plaintiff has sustained a loss of wages.
18. As a further, direct proximate result of the negligence of Defendants, Plaintiff has suffered general damages, including damages for past, present and future pain and

suffering, mental and physical anguish, and distress and loss of the enjoyment of life.

WHEREFORE, Plaintiff requests judgment against the Defendants in an amount to be determined at trial, including but not limited to her general and special damages, plus interest thereon at the maximum legal rate, and court costs incurred herein.

DEMAND FOR JURY TRIAL

Plaintiff requests trial by jury on all issues in this matter.

DATED this 10th day of January, 2019.

Tracy Kangas, Plaintiff,

By: _____



Clete Blakeman #19498
Carlson & Burnett LLP
17525 Arbor Street
Omaha, NE 68130
Phone: (402) 415-6977
Fax: 866-486-0204
clete@carlsonburnett.com

CERTIFICATE OF SERVICE

The undersigned does hereby attest that a true and accurate copy of the forgoing upon Defendants on this 10th day of January, 2019, on the following as indicated below:

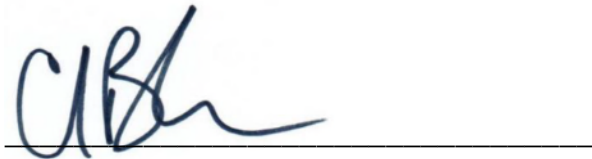
David L. Welch
Pansing Hogan
10250 Regency Circle
Suite 300
Omaha, NE 68114-3728
dwelch@pheblaw.com

Attorney for:
168th & Dodge, LP
Red Property Management, LLC

A-Mallory Concrete Contracting, Inc.
c/o Law Offices of Barbara Medbery-Prchal
10305 Joseph Circle
La Vista, NE 68128

Scheels All Sports, Inc.
c/o Dale Merkel
17202 Davenport Street
Omaha, NE 68118

The Phoenix Insurance Company
c/o CSC-Lawyers Incorporating
Service Co.
233 South 13th Street
Suite 1900
Lincoln, NE 68508



Certificate of Service

I hereby certify that on Friday, January 11, 2019 I provided a true and correct copy of the Amended Complaint to the following:

A-Mallory Concrete Contracting Inc service method: First Class Mail

Red Development, LLC represented by Welch,David,L (Bar Number: 18881) service method: Electronic Service to dwelch@pheblaw.com

The Phoenix Insurance Company service method: First Class Mail

Scheels All Sports, Inc. service method: First Class Mail

Village Pointe Mall service method: No Service

168th & Dodge LP represented by Welch,David,L (Bar Number: 18881) service method: Electronic Service to dwelch@pheblaw.com

Signature: /s/ Clete Blakeman (Bar Number: 19498)

IN THE DISTRICT COURT DOUGLAS COUNTY, NEBRASKA

TRACY KANGAS,)	
)	CASE NO. CI 18-10724
Plaintiff,)	
)	
vs.)	
)	DEFENDANTS RED PROPERTY
RED PROPERTY MANAGEMENT, LLC,)	MANAGEMENT, LLC, d/b/a RP
d/b/a RP MANAGEMENT IN NEBRASKA, a)	MANAGEMENT IN NEBRASKA, a Delaware
Delaware LLC; 168 th & DODGE LP; A-)	LLC and 168 TH & DODGE, LP's CROSS
MALLORY CONCRETE CONTRACTING,)	CLAIM AGAINST A-MALLORY
INC.; SCHEELS ALL SPORTS, INC.; as)	CONCRETE CONTRACTING, INC.
subrogee, and THE PHOENIX INSURANCE)	
COMPANY, as subrogee,)	
)	
Defendants,)	

COME NOW the Defendants Red Property Management, LLC, d/b/a RP Management in Nebraska, a Delaware LLC (“RP Management”) and 168th & Dodge LP and for their cross-claim against Defendant A-Mallory Concrete Contracting, Inc. states and alleges as follows:

JURISDICTION AND PARTIES

1. Defendant Red Property Management, LLC d/b/a RP Management in Nebraska (hereafter, “Red”) is a Delaware LLC conducting business in Omaha, Douglas County, Nebraska.
2. Defendant 168th & Dodge LP is a domestic corporation conducting business in Douglas County, Nebraska.
3. Defendant A-Mallory Concrete Contracting, Inc. (hereafter “AM Contracting”) is a domestic corporation with its principle place of business at 13305 Portal Drive in Omaha, Douglas County, Nebraska.
4. Venue is proper under Neb. Rev. Stat. §25-403.01 for reasons that the transactions out of which Red and 168th & Dodge LP’s causes of action arise are in Douglas County, Nebraska.

COUNT I: INDEMNIFICATION CLAIM AGAINST AM CONTRACTING

5. Plaintiff has filed an Amended Complaint against Defendants Red Property Management, LLC d/b/a RP Management in Nebraska, a Delaware LLC, 168th & Dodge LP, A-Mallory Concrete Contracting, Inc., Scheels All Sports, Inc., and The Phoenix Insurance Company.
6. The relationships amongst the parties hereto are as follows:

a. Plaintiff contends she was injured and damaged as a direct result of a slip and fall accident and the particulars are set forth in the Amended Complaint filed in the District Court of Douglas County, Nebraska, Case No. 18-10724.

b. Defendant Scheels All Sports, Inc. employed the Plaintiff and is subject to this lawsuit pursuant to a worker's compensation claim and lien, Neb. Rev. Stat. §48-118. In addition, Scheels owned the building and surrounding property in which it is believed where the alleged accident occurred.

c. Defendants Red and 168th & Dodge, LP manage, own, and have interest in the shopping center in which Scheels is located.

d. Defendant AM Contracting provided maintenance and snow removal for the shopping center in which Scheels is located. See the Service Agreement attached hereto marked as **Exhibit A** and incorporated by reference.

7. **Exhibit A**, the Service Agreement was entered into between Red Development, LLC on behalf of 168th & Dodge LP and AM Contracting and was in full force and effect at the time of Plaintiff's alleged accident on December 28, 2015, and by reason of the foregoing, if cross-claimant is held liable to the Plaintiff, it is entitled to indemnification from AM Contracting, pursuant to the Agreement attached hereto as **Exhibit A** and specifically as set forth in Paragraph 8:

"Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner, Manager, and their respective agents, employees and representatives, utilizing counsel acceptable to Owner and/or Manager, from and against all claims, demands, causes of action, suits, cost, damages, fines, losses and expenses, including, but not limited to, reasonable attorneys' fees, court costs and investigation costs and all other reasonable costs and expenses, arising out of, in connection with, or resulting from Contractor's performance of the Services under this Agreement, occurring in whole or in part by any act or omission of Contractor or anyone directly or indirectly employed by Contractor, or any subcontractor of Contractor, for whose acts it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, including the negligence of any such indemnified party. Such obligation shall not be construed to negate, abridge or otherwise reduce insurance requirements or other rights or obligations of indemnity which otherwise exist as to Contractor. Contractor's obligations under this Section 8 shall survive the expiration or termination of this Agreement."

8. The Cross-Claimants Red and 168th & Dodge, LP have denied all allegations and

claims made against them. However, in the event a judgment is rendered in favor of the Plaintiff to this action against Cross-Claimants, then Cross-Claimant Defendant AM Contracting will be fully liable to indemnify Cross-Claimant for any judgment obtained, together with interest and costs of this action.

WHEREFORE, Cross-Claimants prays that in the event that any judgment is rendered in favor of the Plaintiff Tracy Kangas against Cross-Claimant Defendants Red and 168th & Dodge, LP in this action, the Cross-Claimants have judgment over and against Cross-Claim Defendant AM Contracting for full indemnification for such judgment, interest, defense expenses, and costs.

DATED this 31 day of July, 2019.

RED PROPERTY MANAGEMENT, LLC, d/b/a
RP MANAGEMENT IN NEBRASKA, a
Delaware LLC and 168th & DODGE LP,
Defendants / Cross-Claimants.



David L. Welch, #18881

PANSING HOGAN ERNST & BACHMAN, LLP
10250 Regency Circle, Suite 300
Omaha, NE 68114

Phone: (402) 397-5500

Email: dwelch@pheblaw.com

Attorney for Defendants / Cross-Claimants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was mailed by electronic mail on this 31 day of July, 2019 to the following:

Clete Blakeman
Carlson & Burnett LLP
17525 Arbor Street
Omaha, NE 68130
Phone: (866) 486-0204
clete@carolsonburnett.com
Attorney for Plaintiff

Daniel Willis
Cassem Tierny Adams Gotch & Douglas
9290 West Dodge Road, Suite 302
Omaha, NE 68114
Phone: (402) 390-0300
dwillis@ctagd.com
Attorney for Scheels & Phoenix Ins.

Michael T. Gibbons
Woodke & Gibbons, PC, LLO
619 N. 90th St.
Omaha, NE 68114
Phone: (402) 391-6000
mgibbons@woglaw.com
Attorney for A-Mallory Contracting



David L. Welch

Certificate of Service

I hereby certify that on Thursday, August 01, 2019 I provided a true and correct copy of the Cross Petition/Counter Claim to the following:

Scheels All Sports, Inc. represented by WILLIS, DANIEL L (Bar Number: 26639) service method: Electronic Service to dwillis@ctagd.com

Phoenix Insurance Company represented by WILLIS, DANIEL L (Bar Number: 26639) service method: Electronic Service to dwillis@ctagd.com

Village Pointe Mall service method: No Service

A-Mallory Concrete Contracting Inc represented by Gibbons,Michael,T (Bar Number: 21263) service method: Electronic Service to mgibbons@woglaw.com

Kangas,Tracy, represented by Clete Blakeman (Bar Number: 19498) service method: Electronic Service to clete@carlsonburnett.com

Signature: /s/ Welch,David,L (Bar Number: 18881)

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

TRACY KANGAS,)
)
Plaintiff,)
)
v.)
)
RED PROPERTY MANAGEMENT, LLC)
d/b/a RP MANAGEMENT IN)
NEBRASKA, a Delaware LLC, 168TH &)
DODGE, LP, A-MALLORY CONCRETE)
CONTRACTING, INC. SCHEELS ALL)
SPORTS, INC., as subrogee, and THE)
PHOENIX INSURANCE COMPANY,)
as subrogee,)
)
Defendants.)

Case No. CI 18-10724

**A-MALLORY CONCRETE
CONTRACTING, INC.'S
CROSS CLAIM AGAINST
RED PROPERTY MANAGEMENT, LLC
d/b/a RP MANAGEMENT IN
NEBRASKA AND 168TH & DODGE, LP**

RED PROPERTY MANAGEMENT, LLC)
d/b/a RP MANAGEMENT IN)
NEBRASKA, a Delaware LLC, 168TH &)
DODGE, LP,)
)
Cross Claimant,)

v.)
)
A-MALLORY CONCRETE)
CONTRACTING, INC.)
)
Cross Claim Defendant.)

A-MALLORY CONCRETE)
CONTRACTING, INC.)
)
Cross Claimant,)

v.)
)
RED PROPERTY MANAGEMENT, LLC)
d/b/a RP MANAGEMENT IN)
NEBRASKA, a Delaware LLC, 168TH &)
DODGE, LP,)
)
Cross Defendant.)

COMES NOW the Defendant A-Mallory Concrete Contracting, Inc. (“Defendant”), by and through its attorneys of record, Woodke & Gibbons, PC, LLO, and for its Cross Claim against Red Property Management, LLC d/b/a RP Management in Nebraska and 168th & Dodge, LP states and alleges as follows:

1. Defendant A-Mallory Concrete Contracting, Inc. is a domestic corporation with its principal place of business at 13305 Portal Drive in Omaha, Douglas County, Nebraska.

2. Defendant Red Property Management, LLC d/b/a RP Management in Nebraska is a Delaware limited liability company conducting business in Omaha, Douglas County, Nebraska and Defendant 168th & Dodge, LP is a domestic corporation conducting business in Douglas County, Nebraska (hereinafter collectively “RP Management”)

3. Venue is proper under Neb. Rev. Stat. §25-403.01 for the reasons that the transactions out of which this Cross Claim arise occurred in Douglas County, Nebraska.

4. Plaintiff filed an Amended Complaint against RP Management and Defendant, among others, in the District Court of Douglas County, Nebraska at Case No. CI 18-10724.

5. The relationship amongst the parties hereto are as follows:

a. Plaintiff contends she was injured and damaged as a direct result of a slip and fall accident and the particulars are set forth in the Amended Complaint filed in the District Court of Douglas County, Nebraska at Case No. CI 18-10724.

b. Defendant Scheels All Sports, Inc. employed Plaintiff and is subject to this lawsuit pursuant to a worker’s compensation claim and lien, Neb. Rev. Stat. §48-118. In addition. Scheels owned the building and surrounding property in which it is believed where the alleged accident occurred.

c. Defendants RP Management manage, own and have interest in the shopping center in which Scheels is located.

d. Defendant A-Mallory provided maintenance and snow removal for the shopping center in which Scheels is located.

6. Defendant is informed and believes, and based on that information and belief, alleges that RP Management and/or others, including the Plaintiff herself, are or were the sole proximate cause of the damage alleged by Plaintiff in this action, thereby entitling Defendant to indemnification and/or contribution from RP Management.

7. Defendant denies liability in any amount, but if Plaintiff recovers a judgment herein against Defendant as a result of the allegations in her Amended Complaint, then Defendant is entitled to indemnity from RP Management.

8. Alternatively, Defendant prays the Court order RP Management to contribute to any verdict against it in direct proportion to any negligence apportioned in accordance with Neb. Rev. Stat. §25-21,185.07, *et seq.* and Defendant's liability, if any, should be reduced by the amount of negligence apportioned to RP Management.

WHEREFORE, should Plaintiff recover a judgment against Defendant based upon the allegations contained in her Amended Complaint, Defendant prays for judgment against RP Management for indemnity and/or contribution as allowed by Nebraska law.

Dated the 30th day of August, 2019.

A-MALLORY CONCRETE CONTRACTING, INC.,
Defendant

By: /s/Michael T. Gibbons
Michael T. Gibbons, #21263
Woodke & Gibbons, PC, LLO
619 N. 90th Street
Omaha NE 68114
Phone: (402) 391-6000
Fax: (402) 391-6200
mjgibbons@woqlaw.com
Attorney for Defendant

CERTIFICATE OF SERVICE

It is hereby certified that a copy of the above and foregoing document was mailed by regular U.S. Mail, postage pre-paid, to the below-listed attorney of record on the 30th day of August, 2019:

Clete Blakeman
Carlson & Burnett, LLP
17525 Arbor Street
Omaha, NE 68130
Counsel for Plaintiff

David L. Welch
Pansing Hogan, et al.
10250 Regency Circle, Ste. 300
Omaha, NE 68114
Counsel for Red Property Management
And 168th & Dodge, LP

Daniel L. Willis
9290 W. Dodge Rd., Ste. 300
Omaha, NE 68114
Counsel for Scheels and Phoenix Insurance

/s/Michael T. Gibbons

Certificate of Service

I hereby certify that on Tuesday, September 03, 2019 I provided a true and correct copy of the Cross Petition/Counter Claim to the following:

Village Pointe Mall service method: No Service

Red Property Management LLC represented by Welch,David,L (Bar Number: 18881)
service method: Electronic Service to dwelch@pheblaw.com

Phoenix Insurance Company represented by WILLIS, DANIEL L (Bar Number: 26639)
service method: Electronic Service to dwillis@ctagd.com

Scheels All Sports, Inc. represented by WILLIS, DANIEL L (Bar Number: 26639) service
method: Electronic Service to dwillis@ctagd.com

Red Development, LLC represented by Welch,David,L (Bar Number: 18881) service
method: Electronic Service to dwelch@pheblaw.com

168th & Dodge LP represented by Welch,David,L (Bar Number: 18881) service method:
Electronic Service to dwelch@pheblaw.com

Kangas,Tracy, represented by Clete Blakeman (Bar Number: 19498) service method:
Electronic Service to clete@carlsonburnett.com

Signature: /s/ Gibbons,Michael,T (Bar Number: 21263)