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Nebraska Judicial Branch

Case Summary

In the District Court of Douglas County
 The Case ID is CI 14 0009471
 Neale Farms Inc v. Tribedo LLC
 The Honorable Gary B Randall, presiding.
 Classification: Contract Disputes
 Filed on 11/25/2014
 This case is open as of 11/25/2014

*Add pleadings**in file scan**21P CI14-947*

Parties/Attorneys to the Case

Party	Attorney
Plaintiff ACTIVE Neale Farms Inc 225 N 7th St Fort Calhoun NE 68023	David V Drew 1612 Lincoln Street P.O. Box 462 Blair NE 68008 402-426-2636
Defendant ACTIVE Tribedo LLC Arun Agarwal, Reg Agent 105 North 31st Ave. 2nd Floor Omaha NE 68131	Damien J Wright 1299 Farnam Street, Suite 122 Omaha NE 68102 402-341-1200
Defendant ACTIVE George Taylor 1905 Clay Street Fort Calhoun NE 68023	John M Walker 10306 Regency Parkway Drive Omaha NE 68114 402-397-7300
George Taylor owes \$174,167.33 Alias is Taylor Grading Defendant ACTIVE JV5 Solutions LLC David W. Overholtzer, Reg Agent 532 1st Ave. Suite 152 Council Bluffs IA 51503	Mark J Rater 221 South Main Council Bluffs IA 51503 712-323-3266
Other Party ACTIVE Lots 1, 2, 3, 6, 7, and 8 and Outlo No physical address Omaha NE	
Garnishee ACTIVE Bank of Nebraska	
Garnishee ACTIVE Tribedo, LLC	
Garnishee ACTIVE Peitzmeier Demolition	
Garnishee ACTIVE Boyd Jones Construction Co.	
Witness ACTIVE Peitzmeier Demolition 1119 So 6th Street Omaha NE 68108	

Judgment Information

on 02/13/2015 judgment of Judgment (General) was entered for \$174,167.33
 Balance due is \$174,167.33

The judgment creditor is Neale Farms Inc
The judgment debtor is George Taylor

Court Costs Information

Incurred By	Account	Date	Amount
Plaintiff	Petition	11/25/2014	\$35.00
Plaintiff	Filing Fee - State	11/25/2014	\$5.00
Plaintiff	Automation Fee	11/25/2014	\$8.00
Plaintiff	NSC Education Fee	11/25/2014	\$1.00
Plaintiff	Dispute Resolution Fee	11/25/2014	\$0.75
Plaintiff	Indigent Defense Fee	11/25/2014	\$3.00
Plaintiff	Uniform Data Analysis Fee	11/25/2014	\$1.00
Plaintiff	J.R.F.	11/25/2014	\$6.00
Plaintiff	Filing Fee-JRF	11/25/2014	\$2.00
Plaintiff	Legal Aid/Services Fund	11/25/2014	\$5.25
Defendant	Issuance of Writ	02/18/2015	\$5.00
Plaintiff	Issuance of Writ	02/23/2015	\$5.00
Plaintiff	Issuance of Writ	09/23/2015	\$5.00
Plaintiff	Issuance of Writ	10/26/2015	\$5.00
Plaintiff	Complete Record	11/25/2014	\$15.00
Plaintiff	Service Fees	12/11/2014	\$53.40
Defendant	Service Fees	03/02/2015	\$21.00
Defendant	Service Fees	03/03/2015	\$3.99
Plaintiff	Service Fees	03/03/2015	\$6.70
Plaintiff	Service Fees	09/30/2015	\$6.96
Plaintiff	Service Fees	11/06/2015	\$86.99

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
201649	Electronic Trans	10/26/2015	Neale Farms Inc	\$5.00
			Issuance of Writ	\$5.00

Receipt	Type	Date	For	Amount
197900	Electronic Trans	09/23/2015	Neale Farms Inc	\$5.00
			Issuance of Writ	\$5.00
172100	Electronic Trans	02/23/2015	Neale Farms Inc	\$5.00
			Issuance of writ	\$5.00
171735	Electronic Trans	02/18/2015	Tribedo LLC	\$5.00
			Issuance of Writ	\$5.00
162314	Electronic Trans	11/25/2014	Neale Farms Inc	\$82.00
			Petition	\$35.00
			Filing Fee - State	\$5.00
			Automation Fee	\$8.00
			NSC Education Fee	\$1.00
			Dispute Resolution Fee	\$.75
			Indigent Defense Fee	\$3.00
			Uniform Data Analysis	\$1.00
			J.R.F.	\$6.00
			Filing Fee-JRF	\$2.00
			Legal Aid/Services Fun	\$5.25
			Complete Record	\$15.00

Register of Actions

01/13/2016 Motion-Summary Judgment *By p/f on c/l fore + Tribedo's counter claim*
 This action initiated by party Neale Farms Inc
 1-28-16 8:45 AM #316 jm
 Image ID N16013N4QD01

12/21/2015 Notice-Hearing
 This action initiated by party George Taylor
 1-28-16 8:45 AM #316 jm
 Image ID N1535501SD01

12/21/2015 Amended Notice of Hearing
 This action initiated by party Tribedo LLC
 1-28-16 8:45 AM jm

Image ID N15355M88D01

12/17/2015 Motion Filed *by Tribedo*
 This action initiated by party Tribedo LLC
 RE: To Enforce Settlement Agreement & Enter Judgment / RT
 Hearing 12 21 15 115pm
 Image ID N15351ETGD01

12/14/2015 Motion Filed
 This action initiated by party Neale Farms Inc
 RE: Set Hearing on PLFS Motion / RT

Hearing 12 21 15 115pm
Image ID N15348YZED01

12/14/2015 Motion-Compel
This action initiated by party Neale Farms Inc

RE: Discovery & Notice of Hearing / RT
Hearing 12 21 15 115pm
Image ID N15348YZ4D01

Included to answer discovery interrogatories 20 a set

12/04/2015 Notice-Hearing
This action initiated by party George Taylor
RE: Vacate/Duplicate Judgment
12 21 15 115pm CR 316 / RT
Image ID N15338106D01

+

12/01/2015 Order-Release Garnishee
This action initiated by Gary B Randall
eNotice Certificate Attached
Image ID 001225355D01

12/01/2015 Order-Release Garnishee

This action initiated by Gary B Randall
eNotice Certificate Attached
Image ID 001225346D01

11/20/2015 Motion-Vacate
This action initiated by party George Taylor
re: dup dflt judg jm
Image ID N15324y7YD01

ptl copy - all scanned

11/10/2015 Recuse Judge
This action initiated by Horacio J Wheelock
Image ID 001216963D01

11/10/2015 Case Judge Reassigned Random
Previous Judge 22528; New Judge 13429; User ID C0126003

11/06/2015 Return-Garnishment
The document number is 00349927
s1
Served 10/28/2015
Personal Service
Image ID N15310KFKD01

11/05/2015 Order-Continuance
This action initiated by Horacio J Wheelock
11-16-15 1:00 PM eNotice Certificate Attached
Image ID 001213277D01

11/05/2015 Note from Court Staff
P/Order sent to Crt Admin

11/05/2015 Note from Court Staff

P/Order sent to Crt Admin

11/04/2015 Motion-Release Garnishee
This action initiated by party Neale Farms Inc
RT
Image ID N15308D5ID01

11/04/2015 Motion-Release Garnishee
This action initiated by party Neale Farms Inc

RT
Image ID N15308D44D01

11/04/2015 Note from Court Staff
P/Orders sent to Crt Admin

11/03/2015 Motion-Continuance

TBD / RT This action initiated by party Neale Farms Inc
Image ID N153077DYD01

10/29/2015 Note from Court Staff
re: proposed order to ct admin jm

10/29/2015 Motion-Continuance
This action initiated by party Neale Farms Inc
re: to 11-4-15 8:15 AM jm
Image ID N15302PRGD01

10/27/2015 Entry of Appearance
This action initiated by party Tribedo LLC
Damien Wright
ag

Image ID N15300I4ED01

10/27/2015 Garnishment Issued on George Taylor
The document number is 00349927
E-MAILED JDN: drewlawfirm@drewlawfirm.net
Garnishee: Boyd Jones Construction Company
Image ID D00349927D01

10/26/2015 Affidavit/Praeipce-Garn Summ
This action initiated by party Neale Farms Inc
Boyd Jones Constructions Co
s1
Image ID N15299CBED01

10/26/2015 Answer Garn Summons-No Funds
This action initiated by party Bank of Nebraska

Image ID 001209748D01

10/22/2015 Subpoena Issued on Peitzmeier Demolition
The document number is 00349293
EMAILED: drewlawfirm@drewlawfirm.net
Image ID D00349293D01

10/22/2015 Praeipce-Subpoena Duces Tecum
This action initiated by party Neale Farms Inc
Image ID N152951BYD01

10/22/2015 Application
This action initiated by party Neale Farms Inc
RE: To Determine Garnishee Liability
Hearing 10 29 15 915am CR 502
Image ID N152951A0D01

10/22/2015 Notice Filed
This action initiated by party Neale Farms Inc
Image ID N152950B6D01

10/15/2015 Notice-Hearing
This action initiated by party Neale Farms Inc

11:30 AM 10-22-15
Image ID N15288C0CD01

10/15/2015 Appearance of Counsel
This action initiated by party George Taylor
re: John Walker, Catherine French & Lamson/Dugan
Image ID N15288B30D01

10/14/2015 Application +

This action initiated by party Neale Farms Inc
re: determine garnishee liability
Image ID N152878VID01

10/13/2015 Answer Garn Summons-No Funds
This action initiated by party Peitzmeier Demolition
Image ID 001196760D01

10/01/2015 Cert-Service
This action initiated by party Neale Farms Inc
Image ID N15274Z5SD01

10/01/2015 Cert-Service
This action initiated by party Neale Farms Inc
Image ID N15274Z5MD01

09/30/2015 Return-Garnishment
The document number is 00344495
Served 09/28/2015, Certified Mail
Image ID N15273W80D01

09/23/2015 Garnishment Issued on George Taylor
The document number is 00344495
E-MAILED TO: drewlawfirm@drewlawfirm.net
Garnishee: Peitzmeier Demolition
Image ID D00344495D01

09/23/2015 Affidavit/Praecipe-Garn Summ
This action initiated by party Neale Farms Inc
Peltzmeier Demolition
Image ID N1526655GD01

05/20/2015 Journal Entry +
This action initiated by Joseph S Troia
re: motion compel w/draw; motion cont granted eNotice Certificate Attach
ed
Image ID J00306935D01

05/18/2015 Miscellaneous Document +
This action initiated by party Neale Farms Inc
RE: Release of Motion To Compel Discovery
Image ID N15138MWID01

05/15/2015 Motion-Continuance
This action initiated by party Tribedo LLC
5-19-15 9:00 AM #506
Image ID N15135H10D01

05/14/2015 Motion-Compel *Tribedo answer indenotification*
This action initiated by party Neale Farms Inc +
5-19-15 9:00 AM #506
Image ID N15134CTUD01

05/08/2015 Cert-Service
This action initiated by party Neale Farms Inc
RE: Discovery
Image ID N15128W78D01

04/10/2015 Journal Entry
This action initiated by Joseph S Troia
re: matter reset hrg 5-19-15 9:00 AM eNotice Certificate Attached
Image ID J00299548D01

04/07/2015 Note from Court Staff

p/order sent to crt admin

04/07/2015 Motion Filed
This action initiated by party Tribedo LLC
re: debtor's exam
Image ID N1509761AD01

04/06/2015 Notice-Service
This action initiated by party Tribedo LLC
re: disc req
Image ID N150961UOD01

03/25/2015 Journal Entry
This action initiated by Joseph S Troia
re: motion default judg denied, motion answer granted eNotice Certificat
e Attached

Image ID J00294350D01

03/20/2015 Answer
This action initiated by party JV5 Solutions LLC
Image ID 001121353D01

03/20/2015 Answer
This action initiated by party JV5 Solutions LLC
Image ID 001121354D01

03/20/2015 Motion-Enlargement of Time
This action initiated by party JV5 Solutions LLC
Image ID 001121349D01

03/19/2015 Application
This action initiated by party Neale Farms Inc

RE: To Determine Garnishee Liability & Notice of Hearing
Hearing 04 09 15 830am CR 505
Image ID N15078MTKD01

03/06/2015 Motion-Default Judgment
This action initiated by party Tribedo LLC
3-24-15 9:15 AM #506
Image ID N15065KEAD01

03/04/2015 Interrogatories
This action initiated by party Tribedo, LLC
No money
Image ID N150638WKD01

03/03/2015 Return-Garnishment
The document number is 00307688

Served 02/26/2015, Certified Mail
Image ID N150624M2D01

J

C

C re JV5

C
to Neale Farms

C
to Tribedo

C re Tribedo
re garnishee

S
re: JV5

03/03/2015 Return-Garnishment
The document number is 00306974
Served 02/23/2015, Certified Mail
Image ID 001120741D01

03/02/2015 Interrogatories
This action initiated by party Bank of Nebraska
\$0.71
Image ID 001119838D01

03/02/2015 Return Summons/Alias Summons
The document number is 00303255
Served 02/05/2015, Foreign Officer

Personal Service
Image ID 001118845D01

02/23/2015 Garnishment Issued on George Taylor
The document number is 00307688
E-MAILED TO: drewlawfirm@drewlawfirm.net
Garnishee: Tribedo, LLC
Image ID D00307688D01

02/23/2015 Affidavit/Praecipe-Garn Summ
This action initiated by party Neale Farms Inc
Tribedo, LLC
Image ID N15054DK6D01

02/19/2015 Garnishment Issued on George Taylor
The document number is 00306974

E-MAILED TO: neerajagarwaljd@gmail.com
Garnishee: Bank of Nebraska
Image ID D00306974D01

02/18/2015 Affidavit/Praecipe-Garn Summ
This action initiated by party Tribedo LLC
Bank of Nebraska
Image ID N1504910QD01

02/17/2015 Judgment
This action initiated by Joseph S Troia
for plf against def TAYLOR
Image ID J00219211D01

02/13/2015 Order
This action initiated by Joseph S Troia

re: mot for default jdg granted
Image ID J00289173D01

S re: Tribedo's motion (money)

02/12/2015 Journal Entry
This action initiated by Joseph S Troia
re:order to be submitted
Image ID J00286597D01

02/11/2015 Note from Court Staff
P/Order sent to Crt Admin

02/10/2015 Notice-Service
This action initiated by party Tribedo LLC
RE: Discovery Requests
Image ID N15041BFMD01

01/29/2015 Cert-Service
This action initiated by party Neale Farms Inc

RE: Discovery
Image ID N15029HI0D01

01/29/2015 Motion Filed
This action initiated by party Neale Farms Inc
RE: Approve Service / Default Judgment / Notice of Hearing
02 11 15 845am CR 505
Image ID N15029HHQD01

S not against us

01/27/2015 Motion-Default Judgment
This action initiated by party Tribedo LLC
Hearing 02 11 15 845am CR 506
Image ID N1502798ED01

SC re money from Taylor no mention of voiding c/c's

01/27/2015 Summons Issued on JV5 Solutions LLC
The document number is 00303255
Summons-Inverse
EMAILED: neerajagarwaljd@gmail.com
Image ID D00303255D01

01/26/2015 Cross Petition/Counter Claim
This action initiated by party Tribedo LLC
Image ID N150264TYD01

S

01/26/2015 Praecipe
This action initiated by party Tribedo LLC
Image ID N150264TUD01

01/09/2015 Summons Issued on JV5 Solutions LLC
The document number is 00300551

E-MAILED: drewlawfirm@drewlawfirm.net
Image ID D00300551D01

01/09/2015 Answer to Counterclaim
This action initiated by party Neale Farms Inc
Image ID N15009R4ID01

01/09/2015 Praecipe-Summons/Alias
This action initiated by party Neale Farms Inc
Image ID N15009R3UD01

12/17/2014 Answer
This action initiated by party Tribedo LLC
& Counter Claim & Cross Claim
Image ID N143519NWD01

SC asks what c/c he voided

12/15/2014 Summons Issued on Tribedo LLC
The document number is 00296846
E-MAILED: drewlawfirm@drewlawfirm.net
Image ID D00296846D01

12/15/2014 Praecipe-Summons/Alias
This action initiated by party Neale Farms Inc
Image ID N14349082D01

12/11/2014 Return Summons/Alias Summons
The document number is 00294210
Served 12/04/2014, Washington County Sheriff
Personal Service
Image ID D00296420D01

11/25/2014 Summons Issued on JV5 Solutions LLC

The document number is 00294211
 Summons e-mailed
 Image ID D00294211D01

11/25/2014 Summons Issued on George Taylor
 The document number is 00294210
 Summons e-mailed
 Image ID D00294210D01

11/25/2014 Praeipce-Summons/Alias
 This action initiated by party Neale Farms Inc
 Image ID N14329SFWD01

11/25/2014 Praeipce-Summons/Alias
 This action initiated by party Neale Farms Inc
 Image ID N14329SFOD01

11/25/2014 Complaint-Praeipce
 This action initiated by party Neale Farms Inc
 Praeipce filed separate
 Image ID N14329SFID01

3

Judges Notes

02/11/2015
 02-11-2015 Troia
 Plaintiff appeared by counsel, Dave Drew. Defendant Tribedo represented by Neeraj Agarwal. David Overholtzer was present on behalf of JV5. Defendant Tribedo's Motion for Default Judgment on Tribedo's Cross Complaint (as to Defendant Taylor) heard. Exhibits were marked, offered and received into evidence. Motion sustained for Tribedo, LLC against Defendant Taylor. Plaintiff's Motion to Ratify Service heard Motion granted. Plaintiff's Motion for Default Judgment as to Defendant Taylor heard. Exhibits were marked, offered and received into evidence. Motion granted. Plaintiff's Motion for Default Judgment as to Defendant JV5 is continued for at least 30 days. Defendant JV5 is granted leave to file answer or other pleading out of time and said responsive pleading shall be filed within 21 days. Orders to be submitted.

02/12/2015
 02-12-2015 Troia
 Signed Order granting default judgment for Tribedo and against Defendant George Taylor, d/b/a Taylor Grading heard 2-11-15.

02/13/2015
 02-13-2015 Troia
 Signed Order and Judgment from 2-11-15 hearing re: ratification of service, granting of Motion for Default Judgment against Def. George Taylor d/b/a Taylor grading and granting Defendant JV5 30 days within which to answer or otherwise plead.

03/24/2015
 03-24-2015 Troia
 Counsels Neeraj Agarwal (Tribedo), Kelly Turner (Neal Farms) and Mark Rater (JV5) appeared on Motion for Default Judgment by Tribedo and JV5's Motion to File Answer and Answer to Counter Claim Out of Time, both having been filed in accordance with their motion. Over objection, Tribedo's Motion is denied and JV5's Motion is granted.

04/09/2015
 04-09-2015 Troia
 Plaintiff appeared by counsel, Dave Drews. Defendant Tribedo appeared by counsel, Neeraj Agarwal, via telephone on Plaintiff's Motion to Determine Garnishee Liability. Matter reset for hearing on May 19, 2015 at 9:00 a.m.

05/19/2015
 05-19-2015 Troia
 Counsels Neeraj Agarwal (Tribedo), and Dave Drew (Plaintiff), appeared telephonically. Motion to Compel set for this date is withdrawn. Motion to Continue hearing on Motion to Determine Garnishee Liability heard and granted. Motion to reset at a later date.

10/29/2015
 10-29-2015 Burns
 Hearing cont to 11-4 at 8:30 a.m.

11/05/2015
11-05-2015 wheelock
signed order continuing application to determine garnishee liability
to 11/16/2015 at 1:00 p.m.
11/09/2015
11-09-2015 wheelock
Signed order of recusal. LDM represents close family member.
01/28/2016
01-28-2016 Randall

1 **Neeraj Agarwal #24648**
2 **105 North 31st Avenue, Suite 206**
3 **Omaha, NE 68131**
4 **(402) 408-0005**
5 **(402) 344-2861 (facsimile)**
6 **nagarwal@whitelotusgroup.com**
7 **Attorney for Defendant Tribedo, LLC**

offer pleadings

scanned see case

*Summary
print out*

8 **IN THE DISTRICT COURT FOR DOUGLAS COUNTY, NEBRASKA**

9 **NEALE FARMS, INC.,**
10 **a Nebraska corporation,**

11 **Plaintiff,**

12 **v.**

13 **TRIBEDO, LLC, A Nebraska limited**
14 **liability company, GEORGE TAYLOR**
15 **D/B/A TAYLOR GRADING, and JV5**
16 **SOLUTIONS, LLC, an Iowa limited**
17 **liability company,**

18 **Defendants.**

Case Number: 14-9471

**ANSWER, AFFIRMATIVE DEFENSES,
COUNTERCLAIM AND CROSS CLAIMS**

19 COMES NOW, the Defendant Tribedo, LLC, (hereinafter "Defendant" or "Tribedo"), by and through
20 its undersigned attorney of record and for its Answer to the Complaint of the Plaintiff hereby states to
21 this Court as follows:

22 **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

- 23 1) Defendant generally denies each and every allegation of the Plaintiff's Complaint except
24 those hereinafter specifically admitted, if any, and except those allegations constituting
25 admissions against its own interest.
- 26 2) Defendant admits Paragraph 1.
- 27 3) Defendant admits Paragraph 2.
- 28 4) Defendant lacks sufficient knowledge to admit or deny Paragraph 3.
- 5) Defendant lacks sufficient knowledge to admit or deny Paragraph 4.
- 6) Defendant admits Paragraph 5.

- 1 7) Defendant denies Paragraph 6.
2 8) Defendant admits Paragraph 7.
3 9) Defendant lacks sufficient knowledge to admit or deny Paragraph 8.
4 10) Defendant lacks sufficient knowledge to admit or deny Paragraph 9.
5 11) Defendant lacks sufficient knowledge to admit or deny Paragraph 10.
6 12) Defendant lacks sufficient knowledge to admit or deny Paragraph 11.
7 13) Defendant lacks sufficient knowledge to admit or deny Paragraph 12.
8 14) Defendant lacks sufficient knowledge to admit or deny Paragraph 13.
9 15) Defendant lacks sufficient knowledge to admit or deny Paragraph 14.
10 16) Defendant lacks sufficient knowledge to admit or deny Paragraph 15.
11 17) Defendant lacks sufficient knowledge to admit or deny Paragraph 16.
12 18) Defendant lacks sufficient knowledge to admit or deny Paragraph 17.
13 19) Defendant lacks sufficient knowledge to admit or deny the first sentence of Paragraph 18.
14 Defendant admits the second sentence of Paragraph 18.
15 20) Defendant lacks sufficient knowledge to admit or deny Paragraph 19.

16 **THIRD CLAIM FOR RELIEF**

17 **FORECLOSURE OF CONSTRUCTION LIEN**

- 18 21) Defendant incorporates, by reference herein, the above paragraphs.
19 22) Defendant neither admits nor denies Paragraph 28 as it does not merit an admission or
20 denial.
21 23) Defendant denies Paragraph 29.
22 24) Defendant lacks sufficient knowledge to admit or deny Paragraph 30.
23 25) With respect to Paragraph 31, Defendant admits that Neale Farms has a construction lien but
24 denies that said lien relates to the payment of a "contract price."
25 26) With respect to Paragraph 32, Defendant admits that it is a "contracting owner" with respect
26 to Taylor Grading but denies that it is a "contracting owner" with respect to Neale Farms.
27 27) Defendant admits Paragraph 33.
28 28) Defendant denies Paragraph 34.

1 29) Defendant denies Paragraph 35.

2 30) Defendant lacks sufficient knowledge to admit or deny Paragraph 36

3 31) Defendant lacks sufficient knowledge to admit or deny Paragraph 37.

4 **FOURTH CLAIM FOR RELIEF**

5 **QUANTUM MERUIT**

6 32) Defendant incorporates, by reference herein, the above paragraphs.

7 33) Defendant neither admits nor denies Paragraph 38 as it does not merit an admission or
8 denial.

9 34) Defendant admits Paragraph 39.

10 35) Defendant denies Paragraph 40.

11 36) Defendant denies Paragraph 41.

12 37) Defendant denies Paragraph 42.

13 **FIRST AFFIRMATIVE DEFENSE- NO VALID CONTRACT**

14 38) Defendant incorporates, by reference herein, the above paragraphs.

15 39) Plaintiff did not have a valid real estate improvement contract with JV5 Solutions.

16 40) Plaintiff did not have a valid real estate improvement contract with Taylor Grading.

17 41) Plaintiff did not have a valid real estate improvement contract with Defendant.

18 42) Plaintiff's construction liens referenced in Exhibits A-C of Plaintiff's Complaint are
19 unenforceable because Plaintiff was not a party to a valid real estate improvement contract.

20 **SECOND AFFIRMATIVE DEFENSE- PAYMENT IN FULL**

21 43) Defendant incorporates, by reference herein, the above paragraphs.

22 44) Defendant entered into a prime contract ("Prime Contract") with Taylor Grading.

23 45) The contract price for the Prime Contract is approximately \$260,000.00.

24 46) Defendant has paid Taylor Grading over \$140,000 ("Paid Amount") per the Prime Contract.

25 47) The majority of the Paid Amount was meant by Defendant to be paid to Neale Farms for
26 services Neale Farms performed at the Property ("Services").

27 48) There is insufficient evidence of a "contract price" for the Services.

28 49) The maximum value of the Services is approximately \$120,000.00.

1 50) Defendant has paid the maximum value of the Services.

2 **THIRD AFFIRMATIVE DEFENSE- AMOUNT OF LIEN**

3 51) Defendant incorporates, by reference herein, the above paragraphs.

4 52) Plaintiff is misrepresenting the cost and value of said services.

5 53) The value of the Services is, at most, approximately \$120,000.

6 54) There is insufficient evidence that the Services are valued at to \$174,167.33.

7 55) There is insufficient evidence that there was a valid contract price between any of the parties
8 for Services equal to \$174,167.33.

9 **FOURTH AFFIRMATIVE DEFENSE- UNJUST ENRICHMENT**

10 56) Defendant incorporates, by reference herein, the above paragraphs.

11 57) Plaintiff would be unjustly enriched if the Court granted Plaintiff's prayer because the
12 amount Plaintiff alleges is owed per Exhibit C to Plaintiff's Complaint is false and is
13 considerably more than what is owed to Plaintiff .

14 **FIFTH AFFIRMATIVE DEFENSE- UNCLEAN HANDS**

15 58) Defendant incorporates, by reference herein, the above paragraphs.

16 59) Plaintiff has acted inequitably because it knowingly and intentionally provided the Services
17 and Plaintiff is knowingly and intentionally misrepresenting their cost and value.

18 WHEREFORE, having fully answered Plaintiff's Complaint, Defendant prays that this Court dismiss
19 the complaint with prejudice and that Plaintiff take nothing thereby; that all costs of this proceeding
20 be taxed to the plaintiff; and for such other further relief as may be just and equitable under the
21 circumstances.

22 **FIRST COUNTERCLAIM- BAD FAITH CLAIMANT**

23 60) Defendant incorporates, by reference herein, the above paragraphs.

24 61) Plaintiff has acted in bad faith because it overstated the amount it is entitled to in the
25 construction lien attached to Plaintiff's Complaint as Exhibits A.

26 62) Plaintiff has acted in bad faith because it overstated the amounts it is entitled to in the
27 construction lien attached to Plaintiff's Complaint as Exhibits C.

1 WHEREFORE, Defendant prays that this Court dismiss the complaint with prejudice and that
2 Plaintiff take nothing thereby, that the Court declare all the liens referenced in the Complaint void;
3 that all costs of this proceeding and any bond costs be taxed to the plaintiff; and for such other
4 further relief as may be just and equitable under the circumstances.

5 **FIRST CROSS-CLAIM FOR RELIEF**

6 **BREACH OF CONTRACT VS. TAYLOR GRADING**

7 63) Defendant incorporates, by reference herein, the above paragraphs.

8 64) Taylor Grading breached its Prime Contract with Defendant by failing to cause the removal
9 of the liens filed by Neale Farms.

10 65) Taylor Grading breached its Prime Contract by failing to provide partial lien and/or claim
11 waivers and affidavits from JV5 Solutions.

12 66) Taylor Grading breached its Prime Contract by failing to provide partial lien and/or claim
13 waivers and affidavits from Neale Farms.

14 WHEREFORE, Defendant prays for judgment against Taylor Grading in favor of Defendant in the
15 \$174,176.33, plus prejudgment and post-judgment interest, bond costs, attorney's fees, fees and costs
16 of pursuing this action, and for such other relief as the Court deems just and equitable.

17 **SECOND CROSS-CLAIM FOR RELIEF**

18 **BREACH OF CONTRACT VS. JV5 SOLUTIONS**

19 67) Defendant incorporates, by reference herein, the above paragraphs.

20 68) Per the terms of the Prime Contract, JV5 Solutions was bound by the provisions of the
21 Prime Contract.

22 69) Per the terms of the subcontract agreement between Taylor Grading and JV5 Solutions, JV5
23 Solutions was bound by the provisions of the Prime Contract.

24 70) JV5 Solutions breached the Prime Contract with Defendant by failing to cause the removal
25 of the liens filed by Neale Farms.

26 71) JV5 Solutions breached its Prime Contract by failing to provide Defendant partial lien
27 and/or claim waivers and affidavits from Neale Farms.
28

1 WHEREFORE, Defendant prays for judgment against JV5 Solutions in favor of Defendant in the
2 \$77,750.00, plus prejudgment and post-judgment interest, bond costs, attorney's fees, fees and costs
3 of pursuing this action, and for such other relief as the Court deems just and equitable.

4 Dated this 17th day of December, 2014.

5 TRIBEDO,LLC
6 Defendant

7 By: /s/ Neeraj Agarwal

8 Neeraj Agarwal, #24648
9 105 N. 31st Avenue
10 2nd Floor
11 Omaha, NE 68131
12 Telephone: (402) 408-0005
13 Fax: (402) 344-2861
14 nagarwal@whitelotusgroup.com
15 Attorney for Defendant

16
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23
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Certificate of Service

14 The undersigned hereby certifies that the foregoing Answer to the Plaintiff's Complaint was served
15 upon parties in interest on December 17, 2014, and by mailing a true and accurate copy of same to
16 Counsel for Plaintiff at his address of record on the same date by regular U.S. first class mail, postage
17 prepaid, as set forth below:

17 DAVID DREW
18 DREW LAW FIRM
19 PO BO 462-1555 WASHINGTON ST.
20 BLAIR, NE 68008

21 JV5 SOLUTIONS, LLC
22 DAVID W. OVERHOLTZER, REGISTERED AGENT
23 532 1ST AVENUE, SUITE 312
24 COUNCIL BLUFFS, IA 51503

25 TAYLOR GRADING
26 ATTN: GEORGE TAYLOR
27 1905 CLAY STREET
28 FORT CALHOUN, NE 68023

By: /s/ Neeraj Agarwal

Certificate of Service

I hereby certify that on Wednesday, December 17, 2014 I provided a true and correct copy of the Answer to the following:

Taylor, George, service method: First Class Mail

Tribedo LLC service method: No Service

JV5 Solutions LLC service method: First Class Mail

Neale Farms Inc represented by David Drew (Bar Number: 23153) service method:
Electronic Service to dvdrew@drewlawfirm.net

Lots 1, 2, 3, 6, 7, and 8 and Outlo service method: No Service

Signature: /s/ Neeraj Agarwal (Bar Number: 24648)

IN THE DISTRICT COURT FOR DOUGLAS COUNTY, NEBRASKA

NEALE FARMS, INC.,
a Nebraska corporation,

Plaintiff,

TRIBEDO, LLC, GEORGE TAYLOR
D/B/A TAYLOR GRADING, and JVS
SOLUTIONS, LLC, an Iowa limited
liability company,

Defendants.

Case Number: 14-9471

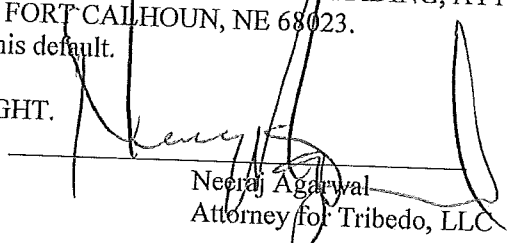
DEFENDANT TRIBEDO'S APPLICATION
AND AFFIDAVIT FOR ENTRY OF
DEFAULT JUDGMENT AGAINST
GEORGE TAYLOR D/B/A TAYLOR
GRADING

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) ss.

The undersigned, being first duly sworn, upon oath deposes and says:

1. I am the attorney for Defendant Tribedo, LLC, a Nebraska limited liability company ("Tribedo").
2. I filed a cross-claim against Defendant, George Taylor d/b/a Taylor Grading ("Taylor") on or about December 17, 2014.
3. The cross-claim alleges breach of contract by Taylor and request damages consisting of \$174,176.33, plus prejudgment and post-judgment interest, bond costs, attorney's fees, fees and costs of pursuing this action, and for such other relief as the Court deems just and equitable.
4. Taylor in this matter has failed to plead or otherwise defend.
5. I mailed a copy of this application and affidavit to the defaulting party at the following address listed below on or about January 27, 2015. TAYLOR GRADING, ATTN: GEORGE TAYLOR, 1905 CLAY STREET, FORT CALHOUN, NE 68023.
6. I hereby move the Court to enter this default.

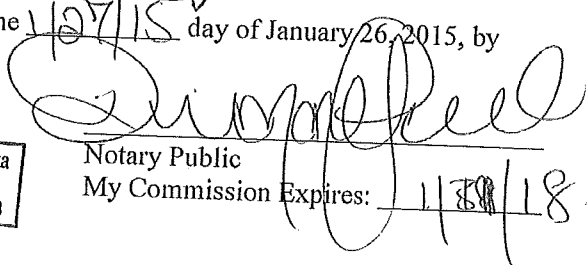
FURTHER AFFIANT SAYETH NAUGHT.



Neeraj Agarwal
Attorney for Tribedo, LLC

SUBSCRIBED AND SWORN to before me on the 27th day of January 26, 2015, by
Neeraj Agarwal.

GENERAL NOTARY - State of Nebraska
DIAMOND M. PEVERILL
My Comm. Exp. January 31, 2018



Notary Public
My Commission Expires: 1/31/18

NOTICE OF HEARING

TO:
TAYLOR GRADING
ATTN: GEORGE TAYLOR
1905 CLAY STREET
FORT CALHOUN, NE 68023.

PLEASE TAKE NOTICE that a hearing on Tribedo's Motion is scheduled for February 11, 2015 commencing at 8:45 am. The hearing on this Motion shall take place at the Douglas County District Court, Courtroom No. 506, 5th Floor, 1819 Farnam Street, Omaha, NE 68183, with the Honorable Judge Troia presiding.

CERTIFICATE OF SERVICE

The undersigned hereby certify that a true and correct copy of the above and foregoing was served upon the below on January 27, 2015 by mail.

TAYLOR GRADING
ATTN: GEORGE TAYLOR
1905 CLAY STREET
FORT CALHOUN, NE 68023.

/s/ Neeraj Agarwal
Neeraj Agarwal

Certificate of Service

I hereby certify that on Wednesday, January 28, 2015 I provided a true and correct copy of the Motion-Default Judgment to the following:

Lots 1, 2, 3, 6, 7, and 8 and Outlo service method: No Service

Neale Farms Inc represented by David Drew (Bar Number: 23153) service method:
Electronic Service to dvdrew@drewlawfirm.net

JV5 Solutions LLC service method: First Class Mail

Taylor, George, service method: Certified Mail

Signature: /s/ Neeraj Agarwal (Bar Number: 24648)

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

NEALE FARMS, INC., a Nebraska Corporation, Plaintiff,)	Case No. CI 14-9471
)	
v.)	MOTION TO APPROVE SERVICE OF PROCESS AND MOTIONS FOR DEFAULT JUDGMENT AND NOTICE OF HEARING
TRIBEDO, LLC, a Nebraska Limited Liability Company, GEORGE TAYLOR D/B/A TAYLOR GRADING, and JV5 Solutions, LLC an Iowa Limited Liability Company, Defendants.)	

MOTION TO APPROVE SERVICE OF PROCESS

Plaintiff, Neale Farms, Inc., by and through its attorney, David V. Drew, moves the Court for on Order approving service on Defendant JV5 Solutions, LLC, pursuant to Neb. Rev. Stat. §21-116. In support thereof, the Plaintiff shows the Court that:

1. Defendant, JV5 Solutions, LLC, is a foreign Limited Liability Company formed in the State of Iowa.
2. The registered agent for service of process for JV5 Solutions, LLC designated with the Iowa Secretary of State is: David W. Overholter, Registered Agent, 532 1st Ave, Suite 312, Council Bluffs, IA 51503.
3. On November 26, 2014, a Summons and a copy of the Complaint were deposited with the United States Postal Service, correctly addressed and with sufficient postage.
4. Plaintiff intends to offer affidavit evidence at the hearing in support of its motion.

Wherefore, the undersigned prays for an Order finding that service of process was effected pursuant to Neb. Rev. Stat. §21-116, effective December 3, 2014.

MOTION FOR DEFAULT JUDGMENT vs. JV5 Solutions, LLC

Comes Now, the Plaintiff, Neale Farms, Inc. and moves the Court for default judgment in its favor and against Defendant JV5 Solutions, LLC, an Iowa Limited Liability Company on the First Claim for Relief as stated in the Plaintiff's Complaint in the amount of \$77,750.00, for the reason that Defendant JV5 Solutions, LLC, an Iowa Limited Liability Company has failed to

appear or otherwise file an Answer, pleading or responsive motion to the Complaint of Plaintiff. Plaintiff is entitled to judgment as a matter of law. Plaintiff intends to offer affidavit evidence at the hearing in support of its motion.

Wherefore Plaintiff prays for an Order granting default judgment in its favor for the relief demanded in the Complaint.

MOTION FOR DEFAULT JUDGMENT vs.

George Taylor, d/b/a Taylor Grading

Comes Now, the Plaintiff, Neale Farms, Inc. and moves the Court for default judgment in its favor and against Defendant George Taylor, d/b/a Taylor Grading on the Second Claim for Relief as stated in the Plaintiff's Complaint in the amount of \$174,167.33, for the reason that Defendant George Taylor, d/b/a Taylor Grading has failed to appear or otherwise file an Answer, pleading or responsive motion to the Complaint of Plaintiff. Plaintiff is entitled to judgment as a matter of law. Plaintiff intends to offer affidavit evidence at the hearing in support of its motion.

Wherefore Plaintiff prays for an Order granting default judgment in its favor for the relief demanded in the Complaint.

Dated: January 29, 2015.

NEALE FARMS, INC., Plaintiff:

By: 

David V. Drew (#23153)

Drew Law Firm

P.O. Box 462 – 1555 Washington St.

Blair, NE 68008

(402) 426-2636

Attorney for the Plaintiff

NOTICE OF HEARING

You are hereby notified that a hearing will be held on the Plaintiff's Motion to Approve Service of Process and Motions for Default Judgment vs. JV5 Solutions, LLC and George Taylor d/b/a Taylor Grading on February 11, 2015, at 8:45 a.m. in the District Court of Douglas County, Nebraska, Courtroom #505, 5th Floor, 1819 Farnam St., Omaha, NE 68183, before the Honorable Judge Troia, or as soon thereafter as same may be heard.

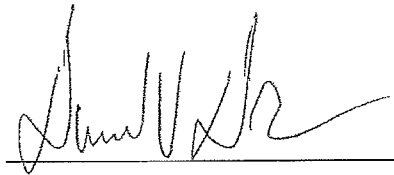
CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was served on the following parties via U.S. mail, postage prepaid on January ~~28~~²⁹, 2015.

Neeraj Agarwal
105 N. 31st Avenue
2nd Floor
Omaha, NE 68131

George Taylor
1905 Clay St.
Ft. Calhoun, NE 68023

JV5 Solutions, LLC
David W. Overholtzer, Reg. Agent
532 1st Ave., Suite 312
Council Bluffs, IA 51503



A handwritten signature in black ink, appearing to read "David W. Overholtzer", is written over a horizontal line.

Certificate of Service

I hereby certify that on Friday, January 30, 2015 I provided a true and correct copy of the Motion Filed to the following:

Taylor, George, service method: First Class Mail

Tribedo LLC represented by Neeraj Agarwal (Bar Number: 24648) service method:
Electronic Service to nagarwal@whitelotusgroup.com

JV5 Solutions LLC service method: First Class Mail

Lots 1, 2, 3, 6, 7, and 8 and Outlo service method: First Class Mail

Signature: /s/ David Drew (Bar Number: 23153)



J00286597D01

IN THE DISTRICT COURT OF DOUGLAS COUNTY

NEALE FARMS, INC., a Nebraska Corporation,

Plaintiff,

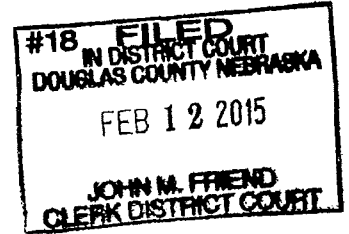
Vs.

TRIBEDO, LLC, A Nebraska limited Liability company, GEORGE TAYLOR d/b/a TAYLOR GRADING, and JV5 SOLUTIONS, LLC, an Iowa limited liability company,

Defendant.

CI 14 - 9471

JOURNAL ENTRY AND ORDER



By Order of Judge Joseph S. Troia the following journal entry shall be made in the above-captioned matter:

"Plaintiff appeared by counsel, Dave Drew. Defendant Tribedo represented by Neeraj Agarwal. David Overholtzer was present on behalf of JV5. Defendant Tribedo's Motion for Default Judgment on Tribedo's Cross Complaint (as to Defendant Taylor) heard. Exhibits were marked, offered and received into evidence. Motion sustained for Tribedo, LLC against Defendant Taylor. Plaintiff's Motion to Ratify Service heard Motion granted. Plaintiff's Motion for Default Judgment as to Defendant Taylor heard. Exhibits were marked, offered and received into evidence. Motion granted. Plaintiff's Motion for Default Judgment as to Defendant JV5 is continued for at least 30 days. Defendant JV5 is granted leave to file answer or other pleading out of time and said responsive pleading shall be filed within 21 days. Orders to be submitted."

DATED this 11th day of February, 2015.

BY THE COURT:

Joseph S. Troia District Court Judge

no mention of CLIS

CERTIFICATE OF SERVICE

I, the undersigned, certify that on February 13, 2015 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Neeraj Agarwal
neerajagarwaljd@gmail.com

George Taylor
1905 Clay Street
Fort Calhoun, NE 68023

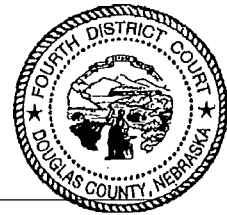
JV5 Solutions LLC
David W. Overholtzer, Reg Agent
532 1st Ave. Suite 152
Council Bluffs, IA 51503

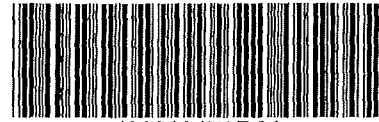
David V Drew
drewlawfirm@drewlawfirm.net

Date: February 13, 2015

BY THE COURT:

John M. Friend
CLERK





J00289173D01

IN THE DISTRICT COURT FOR DOUGLAS COUNTY, NEBRASKA

NEALE FARMS, INC.,
a Nebraska corporation,

Plaintiff,

TRIBEDO, LLC, GEORGE TAYLOR
D/B/A TAYLOR GRADING, and JV5
SOLUTIONS, LLC, an Iowa limited
liability company,

Case Number: CI 14-9471

ORDER

*no determination
re: C/L'S*

WHEREAS, on February 11, 2015, Tribedo, LLC, by counsel, Neeraj Agarwal, moved the court for a default judgment against Defendant George Taylor d/b/a Taylor Grading. Neeraj Agarwal appeared on behalf of Tribedo, LLC. No representatives of Taylor Grading attended the hearing. The court received into evidence an affidavit from Neeraj Agarwal.

WHEREFORE, having reviewed the evidence, the Court hereby grants Tribedo, LLC's motion for default judgment.

Dated: February 12th, 2015

Honorable District Court Judge Troia

PREPARED BY:
Neeraj Agarwal, #24648
WHITE LOTUS GROUP
105 N. 31st Avenue
Omaha, NE 68131
Attorney for Tribedo, LLC

#40 FILED
IN DISTRICT COURT
DOUGLAS COUNTY NEBRASKA
FEB 13 2015
JOHN M. FRIEND
CLERK DISTRICT COURT



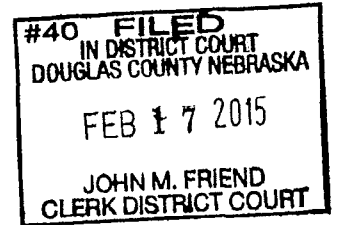
J00219211D01

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

NEALE FARMS, INC., a Nebraska Corporation,
 Plaintiff,
 v.
 TRIBEDO, LLC, a Nebraska Limited Liability Company, GEORGE TAYLOR D/B/A TAYLOR GRADING, and JV5 Solutions, LLC an Iowa Limited Liability Company,
 Defendants.

Case No. CI 14-9471

ORDER AND JUDGMENT



From February 11, 2015 hearing

This matter comes before the Court on the Motion to Approve Service of Process and Motions for Default Judgment filed by the Plaintiff, Neale Farms, Inc. Neale Farms, Inc. was represented by David V. Drew, who was present. Tribedo, LLC, Defendant, was represented by Neeraj Agarwal. Defendant George Taylor d/b/a Taylor Grading did not appear. John Vrenick, a member of JV5 Solutions, LLC, an Iowa Limited Liability Company appeared. Evidence was received. This Court, being fully advised, finds and orders as follows:

1. Motion to Approve Service of Process: Pursuant to Neb. Rev. Stat. § 21-116, service of process was perfected on JV5 Solutions, LLC on December 3, 2014. Therefore the Plaintiff's Motion to Approve Service of Process on JV5 Solutions LLC is granted.
2. Motion for Default Judgment v. JV5 Solutions, LLC: The Plaintiff's Motion for Default Judgment is continued for 30 days. The Defendant, JV5 Solutions, LLC is granted 21 days to file an answer or to otherwise plead.
3. Motion for Default Judgment v. George Taylor d/b/a Taylor Grading: The Defendant, George Taylor d/b/a Taylor Grading was served summons on December 4, 2014. More than 30 days have passed since the service of summons and the Defendant, George Taylor d/b/a Taylor Grading has failed to file an answer or other pleading. Therefore the

Plaintiff, Neale Farms, Inc. is hereby granted judgment in the amount of \$174,167.33
against George Taylor d/b/a Taylor Grading.

AND IT IS SO ORDERED.

Dated February 13, 2015.

BY THE COURT:



DISTRICT JUDGE

Prepared and Submitted by:

David V. Drew (#23153)
Drew Law Firm
P.O. Box 462 – 1555 Washington St.
Blair, NE 68008
(402) 426-2636

CERTIFICATE OF SERVICE

I, the undersigned, certify that on February 18, 2015 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Neeraj Agarwal
neerajagarwaljd@gmail.com

George Taylor
1905 Clay Street
Fort Calhoun, NE 68023

JV5 Solutions LLC
David W. Overholtzer, Reg Agent
532 1st Ave. Suite 152
Council Bluffs, IA 51503

David V Drew
drewlawfirm@drewlawfirm.net

Date: February 18, 2015

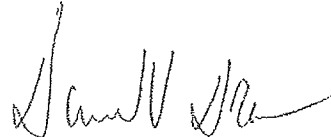
BY THE COURT:

John M. Friend
CLERK

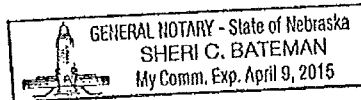


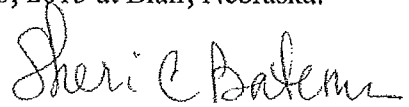
6. Affiant further states that he has good reason to and does believe that the aforementioned judgment is based upon a judgment that is not for the support of a person, and the judgment debtor is not the head of the family.

WHEREFORE, affiant requests the Court to issue garnishee summons on the garnishee above named. Said summons to be served by certified mail.

By: 
David V. Drew (#23153)
Drew Law Firm
P.O. Box 462 – 1555 Washington St.
Blair, NE 68008
(402) 426-2636
Attorney for the Plaintiff

Subscribed and sworn to before me on February 23, 2015 at Blair, Nebraska.




NOTARY PUBLIC

PRAECIPE

TO THE CLERK OF THE COURT;

Please issue Summons in Garnishment upon the following garnishee in the aforementioned case:

Neeraj Agarwal
Tribedo, LLC
105 North 31st Avenue #200
Omaha, Nebraska 68131

Neale Farms, Inc., Plaintiff:

By:



David V. Drew (#23153)

Drew Law Firm

P.O. Box 462 – 1555 Washington St.

Blair, NE 68008

(402) 426-2636

Image ID
D00307688D01

**SUMMONS AND ORDER OF GARNISHMENT
IN AID OF EXECUTION**

Document Number
307688

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA

Case ID: D 1 CI 14 9471
Old Case ID:

Neale Farms Inc v. Tribedo LLC

To Garnishee:

Tribedo, LLC
105 N 31st Ave
2nd Floor
Omaha, NE 68131

Judgment Debtor:

George Taylor
1905 Clay Street
Fort Calhoun, NE 68023

DBA: Taylor Grading

The judgment debtor is indebted to the judgment creditor in the sum of \$174,176.33, the amount due on judgment, interest and costs. You are required by law to answer the attached Interrogatories and file them in this court within 10 days of service of this summons upon you. Filed affidavit shows this garnishment is based on a judgment that is **not for the support of a person, and the judgment debtor is not the head of a family.**

You are obligated to hold the property and credits of every description of the judgment debtor now in your possession or under your control until further order of this court, except:

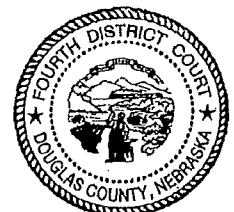
- 1) If the only property in your possession or under your control at the time of service of this summons is credits or wages of the judgment debtor, hold only such credits or wages to the extent of the amount due that is shown above;
- 2) If you hold wages of the judgment debtor, you must pay to your employee the disposable earnings not subject to garnishment, as determined according to the attached Interrogatories and instructions.

If you do not answer the attached Interrogatories, you will be presumed to owe the judgment debtor the full amount of the claim of the judgment creditor, and upon further notice to you for such amount as the court may find due.

You are required by law to answer the attached Interrogatories and file them in this court within 10 days of service of this Summons upon you. Penalties may be imposed in the event of willful falsification. Return your answered Interrogatories to the court within 10 days of service of this Summons upon you.

Date: February 23, 2015 By the Court:

John M. Friend
Clerk



Method of Service:

Certified Mail

Attorney:

David V Drew
1555 Washington
P.O. Box 462
Blair, NE 68008-0462

(402) 426-2636

If you have any questions, contact an attorney.

CASE FILE COPY

INTERROGATORIES

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA
1701 Farnam
Omaha, NE 68183

Case ID: D 1 CI 14 9471

Old Case ID:

Attorney: David V Drew

Garnishee: Tribedo, LLC

Caption: Neale Farms Inc v. Tribedo LLC

WAGES

1. Is the judgment debtor currently in your employ? ___ Yes No

2. Did you owe the judgment debtor any money for wages on the date and time you were served with this garnishment?
___ Yes No

3. Will you owe earnings to the judgment debtor within the next 60 days? ___ Yes No

4. How often is the judgment debtor paid? ___ Weekly or more often; ___ Biweekly; ___ Semimonthly;
___ Monthly; Other [Explain Permanently written contract]

5. What are the judgment debtor's earnings for the pay period?

6. What amount are you required by law to deduct from the judgment debtor's earnings?
See part 3 of the Employer's Instruction Sheet.

7. What are the judgment debtor's disposable earnings for the pay period?
[Subtract line 6 from line 5]

8. What portion of the judgment debtor's disposable earnings are subject to this garnishment order?
Calculate the amount according to part 4 of the Employer's Instruction Sheet.

9. Is any portion of the judgment debtor's earnings currently withheld pursuant to any Withhold and Transmit Order, Income Withholding Order, or Garnishment Order, including an Order of Continuing Lien? ___ Yes No

If you answer No, enter the amount shown on line 8 on line 10 and answer the remaining interrogatories. The amount subject to garnishment under this order for each pay period cannot exceed the amount on line 8.

If you answer Yes, you must answer the questions in this interrogatory and calculate the amount subject to garnishment under this order in accordance with part 5 of the Employer's Instruction Sheet.

Is any portion of the judgment debtor's earnings currently withheld pursuant to:
A. A Withhold and Transmit Order for support of a person? ___ Yes No
If Yes, what is the amount withheld for this pay period under the order?

B. An order requiring Income Withholding for the support of a person? ___ Yes No
If Yes, what is the amount withheld for this pay period under the order?

C. A Garnishment order (including an Order of Continuing Lien) for support of a person? ___ Yes No
If Yes, what is the amount withheld for this pay period under the order?

D. A Garnishment order (including an Order of Continuing Lien) that is not for the support of a person? ___ Yes No
If Yes, what is the amount withheld for this pay period under the order?

If you have entered any amount on lines 9A to 9D, consult part 5 of the Employer's Instruction Sheet and enter the amount determined according to those instructions on line 10.

10. The amount of wages subject to garnishment under this order for the pay period cannot exceed the amount shown on line 10. Pay the judgment debtor the wages not subject to garnishment.

11. Based upon the above answers, the amount of wages being withheld on this garnishment is:

12. Was any portion of the wages of the judgment debtor already being withheld pursuant to an Order of Continuing Lien at the time this garnishment was served? (This does not include a Withhold and Transmit Order or an Income Withholding Order.) ___ Yes ___ No. What is the date of termination of that continuing lien? _____

13. If you answered Yes to 9A, 9B, 9C, 9D, or 12, what is the court, case number and title of all cases? _____

5. _____
6. _____
7. _____
8. _____

9A. _____
9B. _____
9C. _____
9D. _____

10. _____
\$ _____

OTHER THAN WAGES

1. Do you have property belonging to the judgment debtor, or credits or monies owed to the judgment debtor, whether due or not, other than the earnings described above? ___ Yes No

2. If Yes, specify:

a. Property of the judgment debtor in your possession: _____

b. Amount of money or credits you owe the judgment debtor, other than earnings: _____

c. Date the money or credits were due, or will be due: _____

Date: 3/3/15

Prepared by: [Signature]

RETURN TO COURT

Certificate of Service

I hereby certify that on Wednesday, March 04, 2015 I provided a true and correct copy of the Interrogatories to the following:

Taylor,George, service method: First Class Mail

Lots 1, 2, 3, 6, 7, and 8 and Outlo service method: No Service

JV5 Solutions LLC service method: First Class Mail

Neale Farms Inc represented by David V. Drew (Bar Number: 23153) service method:
Electronic Service to dvdrew@drewlawfirm.net

Signature: /s/ Neeraj Agarwal (Bar Number: 24648)

IN THE DISTRICT COURT FOR DOUGLAS COUNTY, NEBRASKA

NEALE FARMS, INC.,
a Nebraska corporation,

Plaintiff,

TRIBEDO, LLC, GEORGE TAYLOR
D/B/A TAYLOR GRADING, and JV5
SOLUTIONS, LLC, an Iowa limited
liability company,

Defendants.

Case Number: 14-9471

DEFENDANT TRIBEDO'S APPLICATION
AND AFFIDAVIT FOR ENTRY OF
DEFAULT JUDGMENT AGAINST

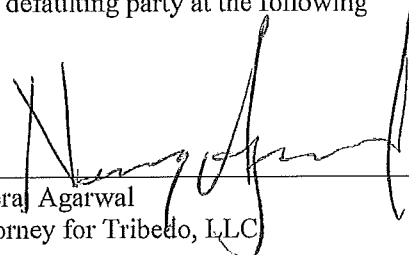
JV5 SOLUTIONS, LLC

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The undersigned, being first duly sworn, upon oath deposes and says:

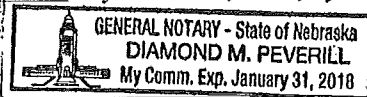
1. I am the attorney for Defendant Tribedo, LLC, a Nebraska limited liability company ("Tribedo").
2. I filed a cross-claim against Defendant, JV5 Solutions, LLC, ("JV5") on or about December 17, 2014.
3. The cross-claim alleges breach of contract by JV5 and request damages consisting of \$77,750.00, plus prejudgment and post-judgment interest, bond costs, attorney's fees, fees and costs of pursuing this action, and for such other relief as the Court deems just and equitable.
4. JV5 in this matter has failed to plead or otherwise defend.
5. I will mail a copy of this application and affidavit to the defaulting party at the following address listed below on or about March 9, 2015.
6. I hereby move the Court to enter this default.

FURTHER AFFIANT SAYETH NAUGHT.

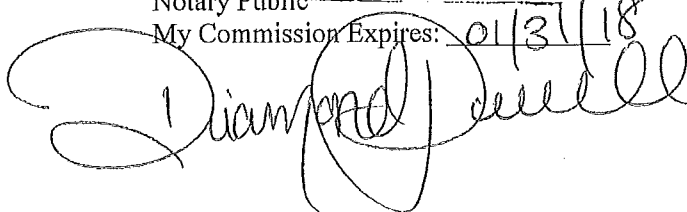


Neeraj Agarwal
Attorney for Tribedo, LLC

SUBSCRIBED AND SWORN to before me on the 06th day of March, 2015, by Neeraj Agarwal.



Notary Public
My Commission Expires: 01/31/18



NOTICE OF HEARING

TO:
John Vrenick
532 1st Ave #310
Council Bluffs, IA 51503

PLEASE TAKE NOTICE that a hearing on Tribedo's Motion is scheduled for March 24, 2015 commencing at 9:15AM. The hearing on this Motion shall take place at the Douglas County District Court, Courtroom No. 506, 5th Floor, 1819 Farnam Street, Omaha, NE 68183, with the Honorable Judge Troia presiding.

CERTIFICATE OF SERVICE

The undersigned hereby certify that a true and correct copy of the above and foregoing shall be served upon the below on March 9, 2015 by mail.

John Vrenick
532 1st Ave #310
Council Bluffs, IA 51503

/s/ Neeraj Agarwal _____
Neeraj Agarwal

Certificate of Service

I hereby certify that on Monday, March 09, 2015 I provided a true and correct copy of the Motion-Default Judgment to the following:

JV5 Solutions LLC service method: Certified Mail

Lots 1, 2, 3, 6, 7, and 8 and Outlo service method: No Service

Taylor,George, service method: Certified Mail

Neale Farms Inc represented by David V. Drew (Bar Number: 23153) service method:
Electronic Service to dvdrew@drewlawfirm.net

Signature: /s/ Neeraj Agarwal (Bar Number: 24648)

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

NEALE FARMS, INC., a Nebraska Corporation, Plaintiff,)	Case No. CI 14-9471
v.)	APPLICATION TO DETERMINE GARNISHEE LIABILITY and NOTICE OF SCHEDULING HEARING
TRIBEDO, LLC, a Nebraska Limited Liability Company, GEORGE TAYLOR D/B/A TAYLOR GRADING, and JV5 Solutions, LLC an Iowa Limited Liability Company, Defendants.)	

Comes Now, the Plaintiff, Neale Farms, Inc., for its Complaint to Determine Garnishee Liability, and alleges as follows:

1. Neale Farms, Inc., a Nebraska Corporation is the Plaintiff in this matter.
2. Tribedo, LLC, and Nebraska Limited Liability Company is a Defendant in this matter.
3. George Taylor d/b/a Taylor Grading is a Defendant in this matter.
4. JV5 Solutions, LLC, and Iowa Limited Liability Company is a Defendant in the matter.
5. On February 17, 2015, this Court entered a Default Judgment in favor of Neale Farms, Inc., against George Taylor, d/b/a Taylor Grading in the amount of \$174,167.33.
6. On February 23, 2015, the Clerk of the District Court issued a Summons and Order of Garnishment in Aid of Execution which named Tribedo, LLC as the Garnishee and George Taylor as the Judgment Debtor.
7. On March 4, 2015, Tribedo, LLC filed Interrogatories in which Tribedo, LLC represented that it did not have property belonging to the judgment debtor, or credits or monies owed to the judgment debtor, whether due or not, other than earnings.
8. Paragraphs 45, 46, and 47 of the Answer, Affirmative Defenses, Counterclaim, and Cross Claims filed by Tribedo LLC in this matter, alleges that Tribedo has a contract

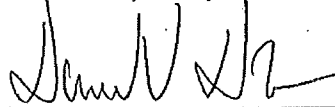
with George Taylor in the amount of \$260,000.00, of which \$120,000.00 remains unpaid.

9. Based on these allegations, it is believed that Tribedo, LLC owes money to George Taylor, whether due or not, pursuant to the contract alleged in its Answer, Affirmative Defenses, Counterclaim, and Cross Claims.

10. Tribedo, LLC, in its capacity as garnishee, should be held liable to Neale Farms, LLC, pursuant to Neb. Rev. Stat. §25-1030.

Wherefore, the Plaintiff prays for an Order determining that the garnishee, Tribedo; LLC is liable to Neale Farms, Inc. in the amount of \$120,000 and for such other relief as the Court deems just and equitable.

NEALE FARMS, INC., Plaintiff:

By: 

David V. Drew (#23153)
Drew Law Firm
P.O. Box 462 – 1555 Washington St.
Blair, NE 68008
(402) 426-2636
Attorney for the Plaintiff

NOTICE OF SCHEDULING HEARING

You are hereby notified that a hearing will be held on the Plaintiff's Application to Determine Garnishee Liability on April 9, 2015, at 8:30 a.m. in the District Court of Douglas County, Nebraska, Courtroom #505, 5th Floor, 1819 Farnam St., Omaha, NE 68183, before the Honorable Judge Troia, or as soon thereafter as same may be heard.

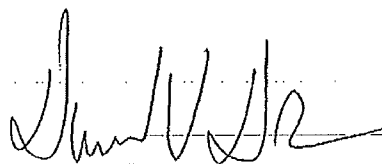
CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was served on the following parties via U.S. mail, postage prepaid on March 19, 2015.

Neeraj Agarwal
105 N. 31st Avenue
2nd Floor
Omaha, NE 68131

George Taylor
1905 Clay St.
Ft. Calhoun, NE 68023

JV5 Solutions, LLC
532 1st Ave #310
Council Bluffs, IA 51503



Certificate of Service

I hereby certify that on Thursday, March 19, 2015 I provided a true and correct copy of the Application to the following:

Taylor,George, service method: First Class Mail

JV5 Solutions LLC service method: First Class Mail

Tribedo LLC represented by Neeraj Agarwal (Bar Number: 24648) service method:
Electronic Service to nagarwal@whitelotusgroup.com

Lots 1, 2, 3, 6, 7, and 8 and Outlo service method: No Service

Signature: /s/ David V. Drew (Bar Number: 23153)



IN DISTRICT COURT FOR DOUGLAS COUNTY, NEBRASKA

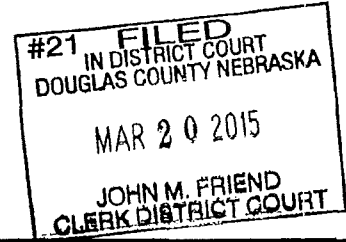
NEALE FARMS, Inc., a Nebraska Corporation,)

Plaintiff,)

v.)

TRIBEDO, LLC, a Nebraska Limited Liability Company, GEORGE TAYLOR DbA TAYLOR GRADING, and JV5 SOLUTIONS, LLC, an Iowa Limited Liability Company,)
Defendants.)

No. CI 14-9471
ANSWER OF JV5 SOLUTIONS, LLC
TO COUNTERCLAIM OF TRIBEDO, LLC



COMES NOW the defendant, JV5 Solutions, LLC and for its Answer to the Counterclaim of Tribedo, LLC:

1. Paragraphs 1-66 are not required to be answered by this defendant.
2. Paragraph 67 requires no answer especially as this defendant has also filed an answer to the original claim. The affirmative defenses are to the claims filed by the plaintiff.
3. Paragraph 68 is denied for lack of information as this defendant does not know the exact terms of the prime contract.
4. Paragraph 69 is denied as the only contract with Taylor Grading was not in writing and there was no agreement to be bound by Prime Contract.
5. Paragraph 70 is denied.
6. Paragraph 71 is denied.

AFFIRMATIVE DEFENSES

7. This defendant asserts the defense of Statute of Frauds.
8. This defendant asserts the defense that even if there was an oral agreement to do work, there was not a meeting of the minds as to the terms of payment and therefore no valid contract on even an oral basis.

9. In Paragraph 14 of its Petition, plaintiff admits that it entered into an agreement with Taylor Grading to pay its bill in full thus relieving JV5 Solutions, LLC of any alleged allegation to pay Neale Farms, Inc.
10. Tribedo still owes \$120,000.00 on its contract; if said amount is paid, the amount of the remaining bill will be less than that claimed to be owed by JV5 Solutions, Inc.
11. There is nothing to show that JV5 Solutions was to be anything but a pass through entity from Taylor Grading to Neale Farms, Inc.
12. The only possible amount owed by JV5 Solutions, LLC to Neale Farms, Inc. is if it is shown that JV5 Solutions, LLC was overpaid for work done by it.

WHEREFORE prays the defendant that this action be set for hearing; that the counterclaim against JV Solutions, LLC be dismissed; that the Court find that this matter violates the statute of frauds; that any other oral contract was not a meeting of the minds; that offsets be given based upon work actually done and prices actually agreed to; that the monies owed Neale Farms, Inc. be paid solely by Taylor Grading as agreed to by Taylor Grading and Neale Farms, Inc. and/or Tribedo, LLC.; and other such relief as the Court deems fair and equitable.



Mark J Rater 1915

221 S Main

Council Bluffs, IA 51503

Ph. 712-323-3266

Fax 712-323-9368

mark@raterlaw.com

ATTORNEY FOR JV5 SOLUTIONS

CERTIFICATE OF SERVICE

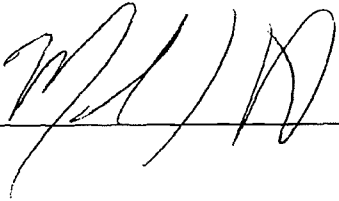
The defendant, JV5 Solutions, LLC by and through its attorney, Mark J. Rater does hereby certify that he deposited a copy of this Answer to Counterclaim of Tribedo, LLC by e-mail and fax to Neeraj Agarwal and David Drew and by U.S. mail, postage prepaid, to George Taylor on this the 20th day of March, 2015, to the parties or their attorneys of record at the address listed in the pleadings as follows:

Neeraj Agarwal
105 North 31st Ave., 2nd Floor
Omaha, NE. 68131

David Drew
Drew Law Firm
PO Box 462-1555 Washington St.
Blair, NE 68008

Taylor Grading
Attn: George Taylor
1905 Clay St.
Fort Calhoun, NE 68023

3/20/15





FOR DOUGLAS COUNTY, NEBRASKA

NEALE FARMS, Inc., a Nebraska Corporation,

Plaintiff,

v.

TRIBEDO, LLC, a Nebraska Limited Liability Company, GEORGE TAYLOR DbA TAYLOR GRADING, and JV5 SOLUTIONS, LLC, an Iowa Limited Liability Company, Defendants.

No. CI 14-9471 ANSWER OF JV5 SOLUTIONS, LLC TO PETITION OF NEALE FARMS, INC.

#21 FILED IN DISTRICT COURT DOUGLAS COUNTY NEBRASKA MAR 20 2015 JOHN M. FRIEND CLERK DISTRICT COURT

COMES NOW the defendant, JV5 Solutions, LLC and for its Answer to the Petition of Neale Farms states:

- 1. Paragraphs 1-7 are admitted.
2. Paragraph 8 is admitted that JV5 Solutions, LLC orally subcontracted with Taylor Grading to assist on the project for property owned by Tribedo, LLC.
3. Paragraph 9 is admitted that JV5 Solutions, LLC orally requested Neale Farms, Inc. to assist it in completing work for Tribedo, LLC that it was doing on behalf of Taylor Grading. Neale Farms, Inc. was to provide equipment, fuel and labor for a flat rate of \$125.00 per hour. There is nothing in writing and in fact JV5 Solutions, LLC had to provide labor to Neale Farms, Inc. and should be compensated out of any funds due Neale Farms, Inc. for providing said labor. JV5 Solutions, LLC was initially to be the pass through entity for Neale Farms, Inc. to get paid from Taylor Grading.
4. Paragraph 10 is admitted.
5. Paragraph 11 that JV5 Solutions, LLC received an invoice from Neale Farms, Inc. for \$77,750.00 for work performed. JV5 Solutions, LLC admits it forwarded said bill to Taylor Grading. JV5 Solutions was also owed money from Taylor Grading. JV5 Solutions was only paid \$55,000.00 for work done. The initial bill to Taylor Grading was over \$100,000.00 including the Neale Farms, Inc. bill. JV5 Solutions, LLC continued to do work for Taylor Grading. Taylor Grading told JV5 Solutions, LLC that the \$55,000.00 was for funds due JV5 Solutions and that Taylor Grading would be

responsible to work out the entire balance of Neale Farms, Inc. directly with Neale Farms and that JV5 Farms, LLC would no longer be involved. JV5 Solutions admits it did not pay Neale Farms, Inc.

6. Paragraph 12 is admitted that Neale Farms, Inc. filed Construction Liens. JV5 Solutions, LLC disagrees that said represent its agreement with Neale Farms, Inc. as Neale Farms, Inc. agreed to do the work for a flat \$125.00 per hour for equipment, fuel and labor. Additionally, Neale Farms, Inc. did not always have labor and said labor was provided by JV5 Solutions, LLC and should be prorated off any amounts claimed to be due and owing to Neale Farms, Inc.
7. Paragraph 13 is admitted that JV5 Solutions submitted the Neale Farms, Inc. bill to Taylor Grading. The amount billed included the Neale Farms, Inc. bill. The total payment received by JV5 Solutions, LLC was approximately \$55,000.00 which is less than the bill submitted by Neale Farms, Inc. This is the amount that was settled upon between Taylor Grading and JV5 Solutions, LLC for money owed to it. Taylor Grading stated it would directly pay Neale Farms, Inc. and relieve JV5 Solutions of any alleged obligation to pay Neale Farms, Inc. JV5 Solutions, LLC has not made any payment to Neale Farms, Inc.
8. Paragraphs 14 and 15 are admitted.
9. Paragraph 16 is admitted that it performed its work other than failing to provide a driver for some period of time and JV5 Solutions, LLC provided the driver for the equipment of Neale Farms, Inc.
10. Paragraphs 17 and 18 are admitted.
11. Paragraph 19 is admitted other than to state that the agreement was that Neale Farms, Inc. would provide equipment, fuel and labor for a flat \$125.00 per hour and that JV5 Solutions, LLC had to provide a driver for some of the time for the work performed by Neale Farms, Inc.
12. Paragraph 20 requires no further answer.
13. Paragraph 21 is admitted that there was an oral agreement for Neale Farms, Inc. to lend assistance in completing the work for Taylor Grading on a contract it had with Tribedo, LLC. There may not be a meeting of the minds as to the exact terms of the contract. The contract was not in writing. It is denied that JV5 Solutions, LLC breached its contract

with Neale Farms, Inc. It is admitted that Neale Farms, Inc. did complete the work on the project. Additionally, the affidavit of David Shaner only states that \$62,650.00 is owed to it by JV5 Solutions, LLC.

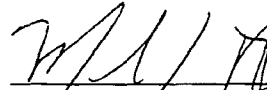
14. Paragraph 22 is admitted that Neale Farms, Inc. is entitled to be paid for what it is owed for work done by it. It is denied that it is the responsibility of JV5 Solutions, LLC to pay the bill of Neale Farms, Inc. It should be the responsibility of Taylor Grading and/or Tribedo, LLC to pay the claim of Neale Farms, Inc. JV5 Solutions, LLC has been paid for its services.
15. Paragraph 23 is denied.
16. Paragraphs 24-42 do not require an answer by this defendant as they are claims against other defendants.

AFFIRMATIVE DEFENSES

17. This defendant asserts the defense of Statute of Frauds.
18. This defendant asserts the defense that even if there was an oral agreement to do work, there was not a meeting of the minds as to the terms of payment and therefore no valid contract on even an oral basis.
19. In Paragraph 14 of its Petition, plaintiff admits that it entered into an agreement with Taylor Grading to pay its bill in full thus relieving JV5 Solutions, LLC of any alleged allegation to pay Neale Farms, Inc.
20. Tribedo still owes \$120,000.00 on its contract; if said amount is paid, the amount of the remaining bill will be less than that claimed to be owed by JV5 Solutions, Inc.
21. There is nothing to show that JV5 Solutions was to be anything but a pass through entity from Taylor Grading to Neale Farms, Inc.
22. The only possible amount owed by JV5 Solutions, LLC to Neale Farms, Inc. is if its shown that JV5 Solutions, LLC was overpaid for work done by it.

WHEREFORE prays the defendant that this action be set for hearing; that any claims against JV Solutions, LLC be dismissed; that the Court find that this matter violates the statute of frauds; that any other oral contract was not a meeting of the minds; that offsets be given based upon work actually done and prices actually agreed to; that the monies

owed Neale Farms, Inc. be paid solely by Taylor Grading as agreed to by Taylor Grading and Neale Farms, Inc. and/or Tribedo, LLC.; and other such relief as the Court deems fair and equitable.



Mark J Rater 19115^o
221 S Main
Council Bluffs, IA 51503
Ph. 712-323-3266
Fax 712-323-9368
mark@raterlaw.com
ATTORNEY FOR JV5 SOLUTIONS

CERTIFICATE OF SERVICE


The defendant, JV5 Solutions, LLC by and through its attorney, Mark J. Rater does hereby certify that he deposited a copy of this answer by e-mail and fax to Neeraj Agarwal and David Drew and by U.S. mail, postage prepaid, to George Taylor on this the 20th day of March, 2015, to the parties or their attorneys of record at the address listed in the pleadings as follows:

Neeraj Agarwal
105 North 31st Ave., 2nd Floor
Omaha, NE. 68131

David Drew
Drew Law Firm
PO Box 462-1555 Washington St.
Blair, NE 68008

Taylor Grading
Attn: George Taylor
1905 Clay St.
Fort Calhoun, NE 68023

3/20/15



IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

NEAL FARMS, INC, a Nebraska Corporation,)

CI 14 - 9471

Plaintiff,)

Vs.)

JOURNAL ENTRY AND ORDER

TRIBEDO, LLC, a Nebraska Limited Liability Company, GEORGE TAYLOR, d/b/a TAYLOR GRADING, and JV5 SOLUTIONS, LLC, an Iowa Limited Company,)

Defendant.)

#18 FILED
IN DISTRICT COURT
DOUGLAS COUNTY NEBRASKA
MAR 25 2015
JOHN M. FRIEND
CLERK DISTRICT COURT

By Order of Judge Joseph S. Troia the following journal entry shall be made in the above-captioned matter:

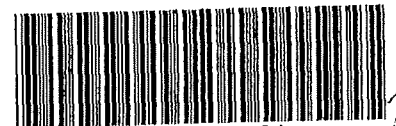
"Counsels Neeraj Agarwal (Tribedo), Kelly Turner (Neal Farms) and Mark Rater (JV5) appeared on Motion for Default Judgment by Tribedo and JV5's Motion to File Answer and Answer to Counter Claim Out of Time, both having been filed in accordance with their motion. Over objection, Tribedo's Motion is denied and JV5's Motion is granted."

DATED this 24th day of March, 2015.

BY THE COURT:



Joseph S. Troia
District Court Judge



J00294350D01

CERTIFICATE OF SERVICE

I, the undersigned, certify that on March 26, 2015 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Neeraj Agarwal
neerajagarwaljd@gmail.com

George Taylor
1905 Clay Street
Fort Calhoun, NE 68023

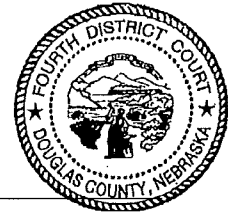
Mark J Rater
mark@raterlaw.com

David V Drew
drewlawfirm@drewlawfirm.net

Date: March 26, 2015

BY THE COURT:

John M. Freund
CLERK



IN THE DISTRICT COURT FOR DOUGLAS COUNTY, NEBRASKA

**NEALE FARMS, INC.,
a Nebraska corporation,**

Plaintiff,

v.

**TRIBEDO, LLC, A Nebraska limited
liability company, GEORGE TAYLOR
D/B/A TAYLOR GRADING, and JV5
SOLUTIONS, LLC, an Iowa limited
liability company,**

Defendants.

Case Number: 14-9471

**TRIBEDO'S MOTION
FOR DEBTOR'S EXAM**

COMES NOW, Defendant and Cross-Claimant, Tribedo, LLC (Tribedo), by counsel, and moves for a Debtor's Exam for Defendant George Taylor d/b/a Taylor Grading (Taylor Grading).

In support of this motion, Tribedo, LLC, states as follows:

1. That an Order awarding Tribedo, LLC ("Tribedo") \$174,176.33, plus prejudgment and post-judgment interest, bond costs, attorney's fees, fees and costs of pursuing this action, and for such other relief as the Court deems just and equitable was entered into by the Court on February 13, 2015.
2. That Tribedo has made numerous attempts to contact the Defendant Taylor Grading via its counsel to negotiate terms for payment of the above judgment amount.
3. That said attempts have been unsuccessful.
4. That Taylor Grading has refused to agree to pay the above judgment amount or any other amount per mutually agreeable terms.
5. Plaintiff moves the court for a debtor's examination on the next available date.

Dated this 7th day of April, 2015.

TRIBEDO, LLC,
Defendant and Cross-claimant,

BY: /s/ Neeraj Agarwal

Neeraj Agarwal, #24648
Attorney for Plaintiff
105 North 31st Avenue, 2nd Floor
Omaha, NE 68131
(402) 408-0005

Certificate of Service

I hereby certify that on Wednesday, April 08, 2015 I provided a true and correct copy of the Motion Filed to the following:

Neale Farms Inc represented by David V. Drew (Bar Number: 23153) service method:
Electronic Service to drewlawfirm@drewlawfirm.net

Taylor, George, service method: Email

Lots 1, 2, 3, 6, 7, and 8 and Outlo service method: No Service

JV5 Solutions LLC represented by Mark J Rater (Bar Number: 19115) service method:
Electronic Service to mark@raterlaw.com

Signature: /s/ Neeraj Agarwal (Bar Number: 24648)

IN THE DISTRICT COURT FOR DOUGLAS COUNTY, NEBRASKA

NEALE FARMS, INC., a Nebraska Corporation)
 Plaintiff,)
 vs.)
 TRIBEDO, LLC, a Nebraska Limited Liability Company, GEORGE TAYLOR D/B/A TAYLOR GRADING, and JV5 SOLUTIONS, an Iowa Limited Liability Company)
 Defendants.)

CASE NO. CI 14-9471

MOTION TO VACATE
DUPLICATE DEFAULT
JUDGMENT

no mention of CJ

Defendant, George Taylor d/b/a Taylor Grading by and through his attorneys, Lamson, Dugan & Murray, LLP, moves the court to vacate one of the two orders for default judgment in the above-entitled matter pursuant to Neb. Rev. Stat. § 25-2001 and the inherent equitable power of the Court. In support thereof the Defendant shows the court that:

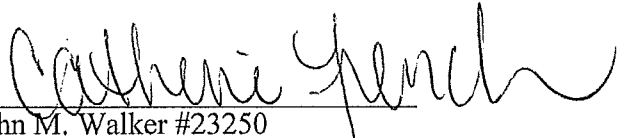
1. On February 12, 2015 an order was entered in favor of Tribedo, LLC granting default judgment against the Defendant in the amount of \$176,420.28 related to a construction contract.
2. On February 13, 2015 an order was entered in favor of Neale Farms, Inc. granting default judgment against the Defendant in the amount of \$176,420.28 on the same contract land services as the Tribedo, LLC default judgment.
3. The Defendant has paid Tribedo, LLC to date \$50,000.00 to satisfy the judgment set against him. Attached hereto as Exhibit "A" is the Affidavit of George Taylor regarding payment made to Tribedo, LLC.
4. The Defendant has paid JV5 Solutions to date \$55,000 which was to be paid to Neale Farms, Inc. Attached hereto as Exhibit "B" is an Affidavit of George Taylor regarding payment made to JV5 Solutions.
5. Defendant has a meritorious defense against the Complaints filed by both Tribedo, LLC and Neale Farms, Inc. Copies of proposed unfiled Answers to both Complaints are attached hereto as Exhibits "C" and "D" and incorporated by reference.

NOW THEREFORE, the Defendant prays for an Order vacating one of the duplicate default judgments set against him and credit for the \$50,000.00 paid to date to Tribedo, LLC and \$55,000 paid to JV5 Solutions.

Dated this 20th day of November, 2015.

GEORGE TAYLOR, d/b/a TAYLOR GRADING,
Defendant:

By:



John M. Walker #23250

Catherine E. French #25236

LAMSON, DUGAN & MURRAY, LLP

10306 Regency Parkway Drive

Omaha, NE 68114

402-397-7300 – Telephone

402-397-7824 – Facsimile

jwalker@ldmlaw.com

cfrench@ldmlaw.com

ATTORNEYS FOR GEORGE TAYLOR

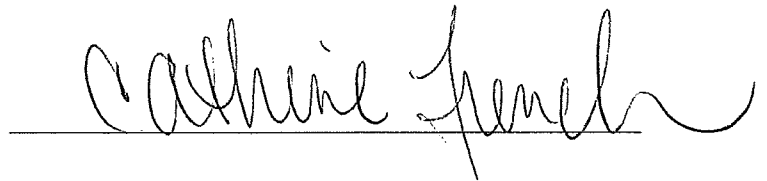
CERTIFICATE OF SERVICE

THE UNDERSIGNED hereby certifies that a true and correct copy of the above and foregoing document was sent by regular U.S. mail, postage prepaid on November 20th, 2015, to the following counsel of record:

David Drew
Attorney for Neale Farms, Inc.
1555 Washington
P. O. Box 462
Blair, NE 68008

Mark J. Ratar
Attorneys for JV5 Solutions, LLC
221 South Main
Council Bluffs, IA 51503

Damien Wright
Attorney for Tribedo, LLC
1299 Farnam Street #1220
Omaha, NE 68102



#616756

SETTLEMENT AGREEMENT

This Settlement and Release Agreement ("Agreement") is made and entered into as of this ____ day of , 2015, by and between Tribedo, LLC, a Nebraska limited liability company, and its affiliates and assigns, collectively "Tribedo"), and George Taylor d/b/a Taylor Grading and any affiliates, successors, or assigns (collectively "Taylor").

WHEREAS, Tribedo and Taylor are involved in a dispute regarding real property owned by Tribedo ("Property") which Tribedo engaged Taylor to perform grading and other work on ("Dispute") pursuant to a prime contract ("Contract") between the parties;

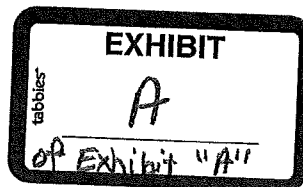
WHEREAS, the parties are presently involved in litigation in Douglas County, Nebraska, CI-14-9471 ("Case");

WHEREAS, Tribedo was granted a default judgment against Taylor ("Judgment") in the Case;

WHEREAS, the parties wish to resolve and settle all of their past, present, and any future claims, disputes and controversies relating to the Judgment and the Case;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation:** The Preamble and Recitals are incorporated by reference herein.
2. **Affiliates:** The term "affiliates" shall include any entities Tribedo controls, directly or indirectly, or which Tribedo's directors or officers or their relatives control, directly or indirectly.
3. **No Admission of Liability.** The parties make no admission or liability, express or implied, by entering into this Agreement.
4. **Consideration.** Taylor shall pay Tribedo a total sum of \$115,000.00 as full payment for the Judgment and in exchange for Tribedo releasing Taylor of all claims related to the Judgment, in addition to further consideration detailed in this section.
 - a) **Payment schedule:** Payments shall be made on a monthly basis per the following schedule.
 - 1) \$10,000 on May 11, 2015
 - 2) \$10,000 on May 31, 2015
 - 3) \$10,000 on June 30, 2015
 - 4) \$10,000 on July 31, 2015
 - 5) \$10,000 on August 31, 2015
 - 6) \$10,000 on September 30, 2015
 - 7) \$10,000 on October 31, 2015
 - 8) \$45,000 on November 30, 2015
 - b) **Wiring:** Payments must be wired to the account below. Payment by any other method is not permitted and attempt to pay any other funds or failure to wire payments per this section shall constitute default. Payments must be wired from a trust account of Lamson, Dugan & Murray, LLP, unless otherwise agreed to in writing by the parties. Payments must be received by 4PM, CST. The wiring instructions are as follows:



IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

NEALE FARMS, INC., a Nebraska Corporation, Plaintiff,)	Case No. CI 14-9471
)	
v.)	MOTION FOR SUMMARY JUDGMENT
)	
TRIBEDO, LLC, a Nebraska Limited Liability Company, GEORGE TAYLOR D/B/A TAYLOR GRADING, and JV5 Solutions, LLC an Iowa Limited Liability Company, Defendants.)	
)	

Comes Now, the Plaintiff, Neale Farms, Inc., and moves the Court for Summary Judgment on the claims for relief stated in the following pleadings:

1. Plaintiff's Complaint: The First Claim for Relief (Breach of Contract vs. JV5 Solutions, LLC), the Third Claim for Relief (Foreclosure of Construction Lien v. Tribedo, LLC) and the Fourth Claim for Relief (Quantum Meruit v. Tribedo, LLC).
2. Tribedo, LLC's Answer, Affirmative Defenses, Counterclaim, and Cross Claims: First Counterclaim (Bad Faith Claimant v. Neale Farms, Inc.) and the Second Cross-Claim for Relief (Breach of Contract vs. JV5 Solutions, LLC).

In support thereof, the undersigned shows the Court that there is no material issue as to the facts and that the Plaintiff Neale Farms, Inc., is entitled to judgment as a matter of law.

The undersigned gives notice that the Defendant will rely upon the affidavit of Jeff Shaner, President of Neale Farms, Inc. and the pleadings in support of the motion.

Dated: January 13, 2016.

NEALE FARMS, INC., Plaintiff:

By: 

David V. Drew (#23153)
Drew Law Firm, P.C., LLO
P.O. Box 462 – 1555 Washington St.
Blair, NE 68008
(402) 426-2636
Attorney for the Plaintiff

NOTICE OF HEARING

You are hereby notified that a hearing will be held on the Motion for Summary Judgment on January 28, 2016, at 8:45 a.m. in the District Court of Douglas County, Nebraska, Courtroom #316, 3rd Floor, 1819 Farnam St., Omaha, NE 68183, before the Honorable Judge Randall, or as soon thereafter as same may be heard.

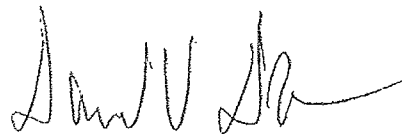
CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was served on the following parties via electronic service on January 13, 2016.

Damien J. Wright
Welch Law Firm
1299 Farnam St, Ste. 1220
Omaha, Nebraska 68102

Mark Rater
221 S Main
Council Bluffs, Iowa 51503

John Walker
Lamson Dugan & Murray
10306 Regency Parkway Drive
Omaha, Nebraska 68114



Certificate of Service

I hereby certify that on Thursday, January 14, 2016 I provided a true and correct copy of the Motion-Summary Judgment to the following:

Tribedo LLC represented by Wright,Damien James (Bar Number: 23256) service method:
Electronic Service to damien@welchlawfirm.com

Lots 1, 2, 3, 6, 7, and 8 and Outlo service method: No Service

Taylor,George, represented by Walker,John McClure (Bar Number: 23250) service method:
Electronic Service to jwalker@ldmlaw.com

Neale Farms Inc represented by Kelly M. Henry Turner (Bar Number: 23050) service
method: Electronic Service to drewlawfirm@drewlawfirm.net

Taylor,George, represented by Catherine French (Bar Number: 25236) service method:
Electronic Service to cfrench@ldmlaw.com

Tribedo LLC represented by Neeraj Agarwal (Bar Number: 24648) service method:
Electronic Service to nagarwal@whitelotusgroup.com

JV5 Solutions LLC represented by Mark J Rater (Bar Number: 19115) service method:
Electronic Service to mark@raterlaw.com

Signature: /s/ David V. Drew (Bar Number: 23153)