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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 **MOTION TO ENFORCE SETTLEMENT AGREEMENT AND TO ENTER CONSENT JUDGMENT**

COMES NOW Defendant, Tribedo, LLC, and moves the Court for an Order enforcing the settlement agreement entered into on May 5, 2015, between Tribedo, LLC ("Tribedo") and George Taylor, d/b/a Taylor Grading ("Taylor"), and entering a consent judgment in accordance with the terms of said settlement agreement. In support of its Motion, Defendant would show the Court as follows:

1. On May 5, 2015, Tribedo and Taylor entered into a Settlement Agreement. A true and accurate copy of the Settlement Agreement is attached hereto as Exhibit "A".

2. The recitals of the Settlement Agreement specifically memorialized that Tribedo had obtained a default judgment against Taylor in the instant action, and that the parties wished to resolve and settle all claims and disputes related to the default judgment and the action.

3. The terms of the Settlement Agreement generally provide that Taylor was to pay to Tribedo cash payments in the total amount of $115,000.00 (payable in installments) and to perform grading work in the approximate amount of $60,000.00.

4. The terms of the Settlement Agreement further provide that if Taylor defaults, he shall immediately pay to Tribedo $60,000.00 in cash, in lieu of his obligation to perform the grading work.

5. Upon receipt of the final payment from Taylor owed under the Settlement Agreement, Tribedo agreed that it would dismiss its action against Taylor.

6. Taylor has made payments totaling $50,000.00 to Tribedo.

7. Taylor is currently in default of his obligations under the Settlement Agreement due to his failure to make the payment due on September 30, 2015, and any of the payments due thereafter.

8. Due to Taylor's default, there is currently due and owing to Tribedo the total amount of $125,000.00.

WHEREFORE, Defendant, Tribedo, LLC, prays for an Order enforcing the Settlement Agreement that the parties entered into on May 5, 2015, and entering a consent judgment in accordance with the terms of said Settlement Agreement in the amount of $125,000.00.

DATED this 17th day of December, 2015.

TRIBEDO, LLC, Defendant

By /s/ Damien J. Wright

DAMIEN J. WRIGHT, #23256
WELCH LAW FIRM, P.C.
1299 FARNAM ST., SUITE 1220
OMAHA, NE 68102
(402) 341-1200
(402) 341-1515 (FAX)

NOTICE OF HEARING

TO: George Taylor, d/b/a Taylor Grading and his attorney of record:

YOU ARE HEREBY NOTIFIED that the above and foregoing Motion to Enforce Settlement Agreement and to Enter Consent Judgment will be called up for hearing before the Honorable Gary Randall, Douglas County District Court, on December 21, 2015, at 1:15 p.m. or as soon thereafter as counsel may be heard.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing Motion to Enforce Settlement Agreement was forwarded by regular U.S. mail, postage prepaid, on this 17th day of December, 2015, to the following persons:

David A. Drew
Drew Law Firm
P.O. Box 462
1555 Washington St.
Blair, NE 68008

Mark J. Rater
221 S Main
Council Bluffs, IA 51503

John M. Walker
Lamson, Dugan & Murray, LLP
10306 Regency Parkway Drive
Omaha, NE 68114

_____/s/ Damien J. Wright_____

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 includes 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:

Bank Name: Security National Bank of Omaha
Bank Address: 3500 Farnam St Omaha, NE 68131
Bank Routing #: 104 000 841
Customer Name: Dana, a Nebraska Partnership
Customer Account #: 1005 0604

c) Performance: Taylor shall perform approximately $60,000 worth of grading work and any other type of work Taylor has performed in the past while doing business as Taylor Grading (collectively "Work") for Tribedo ("Performance Obligation"). Tribedo and Taylor will mutually agree upon a deadline for the grading work to be performed, taking into consideration Taylor's outside commitments for other grading projects and the number of employees Taylor can reasonably devote to Tribedo's projects. Taylor must agree to comply with Tribedo's requests with respect to the performance of the Work, including, without limitation, posting bonds, executing lien waivers when requested, obtaining Tribedo's approval prior to engaging a subcontractor, engaging subcontractors at Tribedo's request, and having any subcontractors provide lien waivers and post bonds upon Tribedo's request. Any request by Tribedo to Taylor or its subcontractor to post a bond or execute lien waiver must be fully complied with by Taylor or said subcontractor within three (3) business days. Failure to do so shall constitute default by Taylor under this Agreement. The bonding requirement shall be waived for Taylor upon Taylor furnishing current financial statements and proof of denial for bonding requests from two surety companies, one of which shall be Gene Lilly Surety Bonds, Inc. and Tribedo's written approval of such waiver, which approval shall not be unreasonably withheld.

5. **Default.** The following shall constitute "default" or an "event of default":
   a) Failure to make any payment in a timely manner;
   b) If Taylor files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or voluntarily takes advantage of any such act by answer or otherwise;
   c) Failure to comply with any terms of this Agreement including, without limitation, Section 4.
   d) Additional payment upon default. Upon default, Taylor shall immediately pay Tribedo the sum of $60,000.00. Upon receipt of said payment, Tribedo shall release Taylor from its Performance Obligation.
6. **Release.** For and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and upon the full execution of this Agreement, Tribedo, on behalf of itself, its agents, heirs, administrators, attorneys, successors and assigns, does hereby release, and hold harmless Taylor, its officers, directors, employees, agents, attorneys, predecessors, successors and assigns, of any debts, dues, sums of money, covenants, controversies, agreements, promises, damages, losses, expenses, costs, liabilities, obligations, claims, demands, suits, causes of action, complaints, judgments, decrees, executions of whatever kind, in law or in equity, absolute, contingent, likely or unlikely, known or unknown, relating to or arising out of the Judgment. Tribedo shall file a motion to dismiss the Case without prejudice upon receipt of the final monetary payment owed under this Agreement.
7. **Costs and Expenses.** The parties shall be responsible for their respective attorneys' fees and costs and expenses incurred in this matter.
8. **Enforceability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision has never compromised a part hereof.
9. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.
10. **Notice.** Any notice or other communication which may or shall be given or served upon the parties hereto shall be deemed to have been given or served on the date the same is deposited in the United

States mail, registered or certified, return receipt requested, postage prepaid or given to a nationally recognized overnight courier service for next business day delivery and addressed

as set forth below. The address set forth below may be changed at any time by the parties by notice given in the manner provided above.

If to Taylor:

Lamson, Dugan & Murray, LLP
ATTN: Catherine E. French
10306 Regency Parkway Drive
Omaha, NE 68114

If to Tribedo:

Tribedo, LLC
Attn: Neeraj Agarwal
105 North 31st Avenue, 2nd Floor
Omaha, NE 68131

11. **Assign.** Tribedo may assign all or part of its rights under this Agreement without Taylor's consent.
12. **Controlling Law.** This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Nebraska.
13. **Amendments.** This Agreement cannot be altered or otherwise amended except by written instrument signed by all of the parties hereto.
14. **Entire Agreement.** The parties acknowledge and agree that this Agreement constitutes the full, complete, and entire agreement of the parties and that there are no other representations, covenants, warranties, or other agreements binding the parties that are not expressly set forth herein.

5-5-15
Date

by: _____
Tribedo, LLC

05-4-15
Date

by: _____
George Táylor d/b/a Taylor Grading

Certificate of Service

I hereby certify that on Friday, December 18, 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

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

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

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

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

Signature: /s/ Wright,Damien James (Bar Number: 23256)