

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

THE RYAN FAMILY, L.L.C., a Nebraska)	CASE NO. CI 15-307
Limited Liability Company, DR. WAYNE L.)	
RYAN, TIMOTHY RYAN, STACY)	
RYAN, CAROL RYAN, and STEVEN)	
RYAN,)	
)	
Plaintiffs,)	ANSWER, APPLICATION FOR
)	DISSOLUTION, AND
v.)	APPLICATION FOR JUDICIAL
)	SUPERVISION OF WINDING UP
CONSTANCE RYAN,)	
)	
Defendant.)	

COMES NOW the Defendant, Constance Ryan, and for her answer to the Complaint herein alleges, denies, and states as follows:

THE PARTIES

1. Defendant admits Paragraph 1 of Plaintiffs' Complaint.
2. Defendant admits Paragraph 2 of Plaintiffs' Complaint.
3. Defendant admits Paragraph 3 of Plaintiffs' Complaint.
4. Defendant admits Paragraph 4 of Plaintiffs' Complaint.
5. Defendant admits Paragraph 5 of Plaintiffs' Complaint.
6. Defendant admits Paragraph 6 of Plaintiffs' Complaint.
7. Defendant admits Paragraph 7 of Plaintiffs' Complaint.
8. Defendant admits Paragraph 8 of Plaintiffs' Complaint.

JURISDICTION AND VENUE

9. Defendant denies Paragraph 9 of Plaintiffs' Complaint for the reason that said allegation is a mere legal conclusion.

10. Defendant denies Paragraph 10 of Plaintiffs' Complaint for the reason that said allegation is a mere legal conclusion.

11. Defendant admits that the principal place of business of the Ryan Family, LLC (the "Company") is in Sarpy County, Nebraska, and that the Company was formed in Sarpy County, Nebraska. Defendant denies the remaining allegations of Paragraph 11 of the Plaintiffs' Complaint for the reason that said allegations are mere legal conclusions.

12. Defendant denies Paragraph 12 of Plaintiffs' Complaint.

13. Defendant denies Paragraph 13 of Plaintiffs' Complaint.

THE COMPANY

14. Defendant admits that the Company's articles of organization were filed with the Nebraska Secretary of State on or about December 31, 2001. Defendant denies the remaining allegations of Paragraph 14 of Plaintiffs' Complaint.

15. Defendant admits Paragraph 15 of Plaintiffs' Complaint.

16. Defendant admits Paragraph 16 of Plaintiffs' Complaint.

17. Defendant admits the Company has an Operating Agreement. The language of the Operating Agreement speaks for itself so Defendant denies Paragraph 17 of Plaintiffs' Complaint insofar as it characterizes the Operating Agreement differently than the actual language contained therein.

18. Defendant states that the language of the Operating Agreement speaks for itself so Defendant denies Paragraph 18 of Plaintiffs' Complaint insofar as it characterizes the Operating Agreement differently than the actual language contained therein.

19. Defendant admits Paragraph 19 of Plaintiffs' Complaint.

20. Defendant states that the relevant portion of the Operating Agreement provides in full that “[e]xcept as expressly provided in this Operating Agreement, the Articles, or the Act, the affirmative vote of a majority of the Managers present at a duly convened meeting of the Management Board at which quorum is present shall constitute the act of the Management Board.” Defendant admits the remaining allegations of Paragraph 20 of Plaintiffs’ Complaint.

21. Defendant states that the language of the Operating Agreement speaks for itself so Defendant denies Paragraph 21 of Plaintiffs’ Complaint insofar as it characterizes the Operating Agreement differently than the actual language contained therein. Defendant admits there is no mechanism to resolve a management deadlock via a vote of the members.

22. Defendant admits that Section 2.10 of the Operating Agreement contains the language quoted in Paragraph 22 of Plaintiffs’ Complaint. Defendants states that Section 2.10 is one of several provisions in the Operating Agreement which relates to the removal of Managers, and Defendant therefore denies the remaining allegations of Paragraph 22 of Plaintiffs’ Complaint.

THE COMPANY’S ASSETS AND RELATIONSHIP WITH STRECK, INC.

23. Defendant is without sufficient knowledge to admit or deny Paragraph 23 of Plaintiffs’ Complaint and therefor denies the same.

24. Defendant admits Paragraph 24 of Plaintiffs’ Complaint.

25. Defendant admits Paragraph 25 of Plaintiffs’ Complaint.

26. Defendant denies Paragraph 26 of Plaintiffs’ Complaint. Defendant states that Streck, Inc. designed and funded the specialized improvements.

27. Defendant admits Paragraph 27 of Plaintiffs' Complaint.

28. Defendant admits under Paragraph 28 of Plaintiffs' Complaint that the Lease Agreement is set to expire but states that the expiration date is June 30, 2015.

29. Defendant states that the language of the Lease Agreement speaks for itself so Defendant denies Paragraph 29 of Plaintiffs' Complaint insofar as it characterizes the Lease Agreement differently than the actual language contained therein.

30. Defendant states that the language of the Lease Agreement speaks for itself so Defendant denies Paragraph 30 of Plaintiffs' Complaint insofar as it characterizes the Lease Agreement differently than the actual language contained therein.

CONSTANCE RYAN'S RELATIONSHIP WITH STRECK

31. Defendant admits Paragraph 31 of Plaintiffs' Complaint.

32. Defendant admits Paragraph 32 of Plaintiffs' Complaint.

33. Defendant admits that upon the death of her mother, Eileen Ryan, in 2013, additional voting shares of Streck, Inc. ("Streck") were transferred from Eileen Ryan's trust to Defendant pursuant to the terms of Eileen Ryan's estate plan and that as a result of such transfer, Defendant holds a majority of the voting shares in Streck. Defendant denies the remaining allegations of Paragraph 33 of Plaintiffs' Complaint.

34. Defendant denies Paragraph 34 of Plaintiffs' Complaint.

35. Defendant admits Paragraph 35 of Plaintiffs' Complaint.

36. Defendant admits that she is currently Streck's CEO, President, and Chairwoman of the Board of Directors. Defendant further admits that she, as the trustee of her trust, is owner of record of approximately 8% of the outstanding shares of Streck,

which includes 67% of the voting shares of Streck. Defendant denies the remaining allegations in Paragraph 36.

37. Defendant admits Paragraph 37 of Plaintiffs' Complaint.

38. Defendant states that the Employment Agreement described in Paragraph 38 of Plaintiffs' Complaint speaks for itself so Defendant denies Paragraph 38 of Plaintiffs' Complaint insofar as it characterizes the Employment Agreement differently than the actual language contained therein.

39. Defendant states that the Employment Agreement speaks for itself so Defendant denies Paragraph 39 of Plaintiffs' Complaint insofar as it characterizes the Employment Agreement differently than the actual language contained therein.

40. Defendant denies Paragraph 40 of Plaintiffs' Complaint.

POTENTIAL SALE OF COMPANY PROPERTY TO STRECK

41. Defendant admits she and Dr. Wayne Ryan were charged by Streck's board of directors in 2013 to seek potential purchasers of Streck. Defendant denies the remaining allegations of Paragraph 41 of Plaintiffs' Complaint.

42. Defendant denies Paragraph 42 of Plaintiffs' Complaint.

43. Defendant denies Paragraph 43 of Plaintiffs' Complaint.

44. Defendant denies Paragraph 44 of Plaintiffs' Complaint.

45. Defendant admits that the Company members entered into a Memorandum of Understanding with Streck. Defendant states that the Memorandum of Understanding speaks for itself so Defendant denies the allegations in Paragraph 45 of Plaintiffs' Complaint insofar as it characterizes the Memorandum of Understanding differently than the actual language contained therein.

- 46. Defendant denies Paragraph 46 of Plaintiffs' Complaint.
- 47. Defendant denies Paragraph 47 of Plaintiffs' Complaint.
- 48. Defendant denies Paragraph 48 of Plaintiffs' Complaint.
- 49. Defendant denies Paragraph 49 of Plaintiffs' Complaint.
- 50. Defendant denies Paragraph 50 of Plaintiffs' Complaint.
- 51. Defendant denies Paragraph 51 of Plaintiffs' Complaint.

SEPTEMBER 5, 2014 SPECIAL COMPANY MEETING

- 52. Defendant admits Paragraph 52 of Plaintiffs' Complaint.
- 53. Defendant is without sufficient information to either admit or deny Paragraph 53 of Plaintiffs' Complaint and therefore denies the same.
- 54. Defendant admits Paragraph 54 of Plaintiffs' Complaint.
- 55. Defendant admits that the other members requested that she resign as co-Manager of the Company but denies the remaining allegations of Paragraph 55 of Plaintiffs' Complaint.
- 56. Defendant denies Paragraph 56 of Plaintiffs' Complaint.

SEPTEMBER 24, 2014 SPECIAL COMPANY MEETING

- 57. Defendant admits that the members held a special meeting on September 24, 2014 and that the members discussed and voted on proposed changes to the Operating Agreement at that meeting. Defendant denies the remaining allegations of Paragraph 57 of Plaintiffs' Complaint.
- 58. Defendant admits Paragraph 58 of Plaintiffs' Complaint.
- 59. Defendant denies Paragraph 59 of Plaintiffs' Complaint.

60. Defendant admits that at the meeting, Plaintiff Dr. Wayne Ryan proposed removing Defendant as manager and allowing him to continue to serve as manager and to select two other managers to serve with him. Defendant denies the remainder of Paragraph 60 of Plaintiffs' Complaint.

61. Defendant admits that the Plaintiff Steven Ryan called a vote on his proposal to amend the Operating Agreement by removing Defendant as Manager and allowing Plaintiff Dr. Wayne Ryan to continue to serve as Manager and to select two other Managers to serve with him. Defendant denies the remainder of Paragraph 61 of Plaintiffs' Complaint.

62. Defendant admits that she was the sole vote against the amendment. Defendant denies the remaining allegations of Paragraph 62 of Plaintiffs' Complaint.

LAWSUIT AGAINST STRECK CAUSES DEFAULT UNDER THE LEASE AGREEMENT

63. Defendant admits the lawsuit referred to in Paragraph 63 of Plaintiffs' Complaint was filed on or about October 30, 2014. Defendant states that the pleadings filed therein speak for themselves so Defendant denies Paragraph 63 insofar as it characterizes the pleadings differently than the actual language contained therein.

64. Defendant admits Plaintiff Dr. Wayne Ryan sent a letter to Streck on January 30, 2015. Defendant states that the letter speaks for itself so Defendant denies Paragraph 64 insofar as it characterizes the letter differently than the actual language contained therein.

65. Defendant states that the letter referred to in Paragraph 64 of Plaintiffs' Complaint speaks for itself so Defendant denies Paragraph 65 of Plaintiffs' Complaint insofar as it characterizes the letter differently than the actual language contained therein.

66. Defendant states that the letter referred to in Paragraph 64 of Plaintiffs' Complaint speaks for itself so Defendant denies Paragraph 66 of Plaintiffs' Complaint as it characterizes the letter differently than the actual language contained therein.

67. Defendant admits that she sent a letter to Plaintiff Dr. Wayne Ryan on February 6, 2015. Defendant states that the letter speaks for itself so Defendant denies Paragraph 67 of Plaintiffs' Complaint insofar as it characterizes the letter differently than the actual language contained therein.

68. Defendant admits that Streck sent a letter to Plaintiff Dr. Wayne Ryan's attorneys on February 12, 2015. Defendant states that the letter speaks for itself so Defendant denies Paragraph 68 of Plaintiffs' Complaint insofar as it characterizes the letter differently than the actual language contained therein.

FEBRUARY 15, 2015 SPECIAL COMPANY MEETING

69. Defendant admits that on or about February 5, 2015 she received notice of a special meeting of the members of the Company from Plaintiff Dr. Wayne Ryan scheduled for February 16, 2015.

70. Defendant admits that Plaintiff Dr. Wayne Ryan made a statement at the meeting in which he discussed the two letters referenced in Paragraph 70 of Plaintiffs' Complaint and in which he alleged that Defendant had certain conflicts of interest. Defendant denies the remaining allegations of Paragraph 70 of Plaintiffs' Complaint.

71. Defendant admits that Plaintiff Steven Ryan proposed that Defendant "just take the Streck side" in "all lease matters" because she was "conflicted" and that they allow "Dr. Ryan to take the LLC-side". Defendant states that in response to this proposal she recommended that the Company retain independent counsel to advise the co-Managers in

these matters. Defendant further states that Plaintiff Steven Ryan responded by suggesting that they “move on” to the proposed amendments to the Operating Agreement. Defendant denies the remaining allegations of Paragraph 71 of Plaintiffs’ Complaint.

72. Defendant denies Paragraph 72 of Plaintiffs’ Complaint.

73. Defendant denies Paragraph 73 of Plaintiffs’ Complaint.

74. Defendant admits that Plaintiff Steven Ryan circulated two proposed amendments shortly before the meeting. Defendant states that the amendments speak for themselves so Defendant denies Paragraph 74 of Plaintiffs’ Complaint insofar as it characterizes the amendments differently than the actual language contained therein. Defendant denies the remaining allegations of Paragraph 74 of Plaintiffs’ Complaint.

75. Defendant admits that she voted against the two proposed amendments and that she was the only member to do so. Defendant denies the remaining allegations in Paragraph 75 of Plaintiffs’ Complaint.

76. Defendant denies Paragraph 76 of Plaintiffs’ Complaint.

77. Defendant denies Paragraph 77 of Plaintiffs’ Complaint.

COUNT I
APPLICATION FOR EXPULSION AS A MEMBER

78. Defendant incorporates her responses to Paragraphs 1 through 78 in response to Paragraph 78 of the Plaintiffs’ Complaint.

79. Defendant denies Paragraph 79 of Plaintiffs’ Complaint.

80. Defendant denies Paragraph 80 of Plaintiffs’ Complaint.

COUNT II
BREACH OF MANAGER'S FIDUCIARY DUTIES

81. Defendant incorporates her responses to Paragraphs 1 through 80 in response to Paragraph 81 of the Plaintiffs' Complaint.

82. Defendant admits that Section 2.9 of the Operating Agreement describes certain fiduciary duties owed by the managers. Defendant states that the Operating Agreement speaks for itself so Defendant denies Paragraph 82 insofar as it characterizes the Operating Agreement differently than the actual language contained therein. Defendant denies the allegation that Defendant owes certain duties under Nebraska law for the reason that said allegation is mere legal conclusion. Defendant denies the remainder Paragraph 82 of Plaintiffs' Complaint.

83. Defendant denies Paragraph 83 of Plaintiffs' Complaint.

84. Defendant denies Paragraph 84 of Plaintiffs' Complaint.

85. Defendant denies Paragraph 85 of Plaintiffs' Complaint.

86. Defendant denies Paragraph 86 of Plaintiffs' Complaint.

87. Defendant denies Paragraph 87 of Plaintiffs' Complaint.

COUNT III
**DECLARATION THAT COMPANY MEMBERS MAY REMOVE MANAGER PURSUANT
TO NEB. REV. STAT. § 21-136**

88. Defendant incorporates her responses to Paragraphs 1 through 87 in response to Paragraph 88 of the Plaintiffs' Complaint.

89. Defendant denies Paragraph 88 of the Plaintiffs' Complaint for the reason that the provisions of the statutes speak for themselves.

90. Defendant denies Paragraph 90 of Plaintiffs' Complaint. The Operating Agreement explicitly provides for removal of managers and prohibits the removal of the initial managers by the members.

91. Defendant denies Paragraph 91 of the Plaintiffs' Complaint for the reason that the provisions of the statutes speak for themselves.

92. Defendant denies Paragraph 92 of Plaintiffs' Complaint.

COUNT IV
DECLARATION THAT THE OPERATING AGREEMENT IS MANIFESTLY UNREASONABLE REGARDING REMOVAL OF THE INITIAL MANAGERS

93. Defendant incorporates her responses to Paragraphs 1 through 92 in response to Paragraph 91 of the Plaintiffs' Complaint.

94. Defendant denies Paragraph 94 of Plaintiffs' Complaint.

95. Defendant denies Paragraph 95 of Plaintiffs' Complaint.

96. Defendant admits that she continues to operate as a manager of the Company. Defendant denies the remainder of Paragraph 96 of Plaintiffs' Complaint.

97. Defendant denies Paragraph 97 of Plaintiffs' Complaint.

98. Defendant denies Paragraph 98 of Plaintiffs' Complaint.

Connie denies each and every remaining allegation in Plaintiffs' Complaint save only those admissions set forth herein.

AFFIRMATIVE DEFENSES

By way of affirmative defenses, Connie Ryan alleges as follows:

99. Plaintiffs have failed to state a claim upon which relief may be granted in one or more of the following particulars:

- a. Count I – Statutory Default Provision Superseded by Contract. Neb. Rev. Stat. § 21-145(5) permits a court to expel a member for certain conduct. All of the allegations in Plaintiffs' Complaint are made against Defendant in her capacity as a manager, not as a member, and Neb. Rev. Stat. § 21-145(5) plainly addresses only the conduct of a member *as a member*. Further, the Operating Agreement provides for the removal of managers for certain conduct but prohibits removal of the initial managers by the members for any reason. Thus, even if Neb. Rev. Stat. § 21-145(5) can be read to permit the expulsion of a member for her conduct as a manager, this provision of the statute has been superseded by the Operating Agreement.
- b. Count II. Plaintiffs' second count alleges breach of fiduciary duty, the elements of which are duty, breach, causation, and damages. Even if Plaintiffs are able to establish the first three elements, Plaintiffs have failed to allege with any specificity the damages the Company suffered as a result of the purported breach of fiduciary duty and have even failed to include any such damages in their prayer for relief.
- c. Count III. Neb. Rev. Stat. § 21-136(c)(5) provides the statutory default rule regarding the removal of managers. Since Neb. Rev. Stat. § 21-136(c)(5) is not among those provisions of the Act listed in Neb. Rev. Stat. § 21-110 which an operating agreement may not alter (subsection (b)) or which an operating agreement may alter only if not manifestly unreasonable (subsection (c)), an operating agreement may alter this

statutory default provision. Section 2.10 of the Operating Agreement, cited in full at Paragraph 20 of Plaintiffs' Complaint, plainly provides that the initial managers may not be removed by the members and Section 2.10 thereby supersedes the statutory default provision relied upon Plaintiffs in Count III.

- d. Count IV. Neb. Rev. Stat. § 21-110 lists several provisions which the operating agreement may not alter (subsection (b)) and several provisions which an operating agreement may alter only if not manifestly unreasonable (subsection (c)). The statutory default rule governing the removal of managers, Neb. Rev. Stat. § 21-136(c)(5), is not among the provisions listed in subsection (c). The alteration of this provision by Section 2.10 of the Operating Agreement therefore is not subject to a review by this court under the "manifestly unreasonable" standard set forth in Neb. Rev. Stat. § 21-110(c) and (g).

100. Plaintiffs' claims are barred by the doctrines of estoppel, waiver, ratification, and unclean hands.

101. Defendant's conduct in relation to the Company and members is protected by the business judgment rule. Defendant, in dealing with the Company and the members as a Manager, at all times acted consistent with the contractual obligation of good faith and fair dealing and otherwise with reasonable care and in the honest belief that her actions were taken in the best interests of the Company and its members.

102. Defendant affirmatively alleges that all actions taken by her as a Manager related to Plaintiffs' claims were fundamentally fair to the Company and its members and otherwise consistent with the fiduciary duties she owed.

WHEREFORE, having fully answered Plaintiffs' Complaint, Defendant prays that said Complaint be dismissed with prejudice and the costs of this action taxed to Plaintiffs and for recovery of attorneys' fees and costs incurred from this action.

APPLICATION FOR DISSOLUTION

103. The Ryan Family, LLC, f/k/a the Ryan Family Partnership, LTD (the "Company"), was funded with money loaned by Streck, Inc. ("Streck") to construct the property located at 7002 South 109th Street, La Vista, Sarpy County, Nebraska, which serves as Streck's corporate headquarters ("Property").

104. The loan was repaid by the Company through revenue generated by leasing the Property back to Streck and through money obtained for shares in Streck gifted to the Ryan family members through a GRAT.

105. The plan was devised to allow the Company, whose members consist solely of members of the Ryan family, to generate equity in the Property over a 15 year life span of the plan. The plan further provided Streck with an option to purchase the Property at the end of the 15-year lease so as to liquidate the investment for the Ryan family and provide Streck with eventual ownership of the Property.

106. The lease is set to expire on June 30, 2015, and Streck has indicated its desire to acquire the property in fulfillment of the lease and the plan.

107. Plaintiff Dr. Wayne Ryan and Defendant, both fiduciaries of Streck at the time the Company was organized, were made the initial co-Managers of the Company. The

Company Operating Agreement provided that Plaintiff Dr. Wayne Ryan and Defendant could not be removed as members to ensure that this plan was fulfilled as intended for both companies.

108. The Company members all consented to Plaintiff Dr. Wayne Ryan and Defendant serving as the co-Managers notwithstanding their fiduciary roles with respect to both the Company and Streck.

109. On or about October 30, 2015, Plaintiff Dr. Wayne Ryan filed a lawsuit against Defendant claiming that, following Defendant's acquisition of shares in Streck from Eileen Ryan, Defendant began oppressing Plaintiff Dr. Wayne Ryan. That lawsuit has resulted in a strained relationship between Defendant and Plaintiff Dr. Wayne Ryan, who both continue to serve as co-Managers of the Company.

110. Plaintiff Dr. Wayne Ryan has now joined his other children in bringing this Complaint, alleging that Defendant has breached her fiduciary duty to the Company and should be expelled as a member of the Company due to her conflicts of interest.

111. Plaintiff Dr. Wayne Ryan has always had the same conflicts of interest which he is now alleging form the basis of Defendant's obligation to remove herself from management.

112. The conflicts of interests of the managers of the Company arising from the Company's original borrowing and lease of the Property to Streck were specifically contemplated when the Company was formed, were consented to by all the Members, and have existed throughout the Company's history.

113. The strain between Defendant and Plaintiff Dr. Wayne Ryan has resulted in their deadlock as co-Managers of the Company and this lawsuit. Plaintiffs willingly

acknowledge in Paragraph 20 of the Complaint that there is no mechanism available in the Operating Agreement to resolve this deadlock.

114. This deadlock includes, but is not limited to, Plaintiff Dr. Wayne Ryan's refusal, despite Defendant's repeated requests, to hire counsel for the Company to address legal issues which have been raised by the members regarding the lease and other matters.

115. The lease expires on June 30, 2105. Streck has an option to purchase the Property under the lease, and Streck has indicated that it intends to exercise this option. After Streck exercises its option and the purchase and sale of the Property is closed, the Company will distribute the proceeds to its members consistent with the original plan of the members.

116. Under the Act, a limited liability company may be dissolved "on application by a member" upon "entry by the district court of an order dissolving the company on the grounds that . . . it is not reasonable practicable to carry on the company' activities in conformity with the certificate or organization and the operating agreement . . .". Neb. Rev. Stat. § 21-147(a)(4).

117. Given the persistent deadlock between the co-Managers regarding the management of the Company and other matters impacting both the Company and Streck, Inc., it is not reasonably practicable to carry on the Company's activities and the Company should be dissolved by this Court pursuant to Neb. Rev. Stat. § 21-147(a)(4). Dissolution of the Company at this time is consistent with the plan which was set in motion by the members of the Company 15 years ago and which, but for the deterioration in the relationship between Defendant and Plaintiff Dr. Wayne Ryan, would have resulted in the

natural expiration of the Company's business shortly after June 30, 2015 upon Streck's purchase of the Property pursuant to the option.

APPLICATION FOR JUDICIAL SUPERVISION OF WINDING UP

118. The Company's only substantial asset is the Property and its only substantial business activity consists of leasing the Property to Streck under the lease.

119. The lease expires June 30, 2015, and Streck's option to purchase the Property becomes exercisable shortly thereafter.

120. Streck has indicated that it intends to exercise its option to purchase the Property.

121. After the Property is sold to Streck pursuant to the option terms, the Company will have no remaining business activities other than distribution of the proceeds.

122. The Company must take certain actions to facilitate the purchase and sale of the Property pursuant to the option terms. However, the Company will not be able to take such actions because its Managers are deadlocked.

123. Neb. Rev. Stat. § 21-148(e) provides that this Court "may order judicial supervision of the winding up of a dissolved limited liability company, including the appointment of a person to wind up the company's activities . . . in connection with a proceeding under subdivision (a)(4) . . . of Section 21-147."

124. Should this Court determine to dissolve the Company pursuant to Defendant's application under Section 21-147(a)(4) set forth above, this Court should supervise the winding up of the Company's activities to ensure, among other things, that any action required in connection with the sale of the Property pursuant to the option is timely made and that the proceeds therefrom are distributed in accordance with the

Operating Agreement.

WHEREFORE, Defendant prays that this Court enter an Order dissolving the Company in accordance with Neb. Rev. Stat. § 21-147(a)(4) and enter an Order requiring judicial supervision in connection with the winding up of the Company's activities in accordance with Neb. Rev. Stat. § 21-148(e).

DATED this 11th day of May, 2015.

CONSTANCE RYAN, Defendant

By /s/ Larry E. Welch, Jr.
LARRY E. WELCH, JR., #20507
LARRY E. WELCH, SR., #14449
DAMIEN J. WRIGHT, #23256
WELCH LAW FIRM, P.C.
1299 FARNAM ST., SUITE 1220
OMAHA, NE 68102
(402) 341-1200
(402) 341-1515 (FAX)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing Answer, Application for Dissolution, and Application for Judicial Supervision of Winding Up was forwarded by regular U.S. mail, postage prepaid, this 11th day of May, 2015, to the following persons:

Marnie A. Jensen
Mark D. Hill
Husch Blackwell LLP
13330 California St., Ste. 200
Omaha, NE 68154

/s/ Larry E. Welch, Jr.

00-025-13

Certificate of Service

I hereby certify that on Tuesday, May 12, 2015 I provided a true and correct copy of the Answer to the following:

Ryan,Carol, represented by Marnie Jensen (Bar Number: 22380) service method:
Electronic Service to marnie.jensen@huschblackwell.com

The Ryan Family L.L.C. represented by Marnie Jensen (Bar Number: 22380) service method: Electronic Service to marnie.jensen@huschblackwell.com

Ryan,Timothy, represented by Marnie Jensen (Bar Number: 22380) service method:
Electronic Service to marnie.jensen@huschblackwell.com

Ryan,Stacy, represented by Marnie Jensen (Bar Number: 22380) service method:
Electronic Service to marnie.jensen@huschblackwell.com

Ryan,Dr. Wayne,L represented by Marnie Jensen (Bar Number: 22380) service method:
Electronic Service to marnie.jensen@huschblackwell.com

Ryan,Steven, represented by Marnie Jensen (Bar Number: 22380) service method:
Electronic Service to marnie.jensen@huschblackwell.com

Signature: /s/ Welch,Lawrence,E,Jr (Bar Number: 20507)