

Nebraska Judicial Branch

Case Summary

In the District Court of LANCASTER County
 The Case ID is CI 18 0001566
 Bruce Docter v. Matthew Barber
 The Honorable John Colborn, presiding.
 Classification: Injunctions
 Filed on 05/08/2018
 This case is Open as of 05/08/2018

Parties/Attorneys to the Case

Party	Attorney
Plaintiff ACTIVE Bruce Docter	Sheri A Burkholder Burkholder & Blomenberg PC LL P.O.Box 82426 Lincoln NE 68501 402-476-2200
Plaintiff ACTIVE Debra Docter	Sheri A Burkholder Burkholder & Blomenberg PC LL P.O.Box 82426 Lincoln NE 68501 402-476-2200
Defendant ACTIVE Matthew Barber 814 Park Drive Hickman NE 68372	Kelly R Hoffschneider 233 S 13th St, 11th Floor Lincoln NE 68508 402-403-5898
Defendant ACTIVE Michelle Barber 814 Park Drive Hickman NE 68372	Kelly R Hoffschneider 233 S 13th St, 11th Floor Lincoln NE 68508 402-403-5898
Defendant ACTIVE Titan Enterprises, LLC c/o Kenny Dunlap 1250 Cedar Lake Lane South Firth NE 68358	Kelly R Hoffschneider 233 S 13th St, 11th Floor Lincoln NE 68508 402-403-5898

Court Costs Information

Incurring By	Account	Date	Amount
Plaintiff	Petition	05/08/2018	\$35.00
Plaintiff	Filing Fee - State	05/08/2018	\$1.00
Plaintiff	Automation Fee	05/08/2018	\$8.00
Plaintiff	NSC Education Fee	05/08/2018	\$1.00
Plaintiff	Dispute Resolution Fee	05/08/2018	\$0.75
Plaintiff	Indigent Defense Fee	05/08/2018	\$3.00
Plaintiff	Uniform Data Analysis Fee	05/08/2018	\$1.00

Incurring By	Account	Date	Amount
Plaintiff	J.R.F.	05/08/2018	\$6.00
Plaintiff	Filing Fee-JRF	05/08/2018	\$6.00
Plaintiff	Legal Aid/Services Fund	05/08/2018	\$6.25
Plaintiff	Complete Record	05/08/2018	\$15.00
Plaintiff	Service Fees	05/14/2018	\$6.67
Plaintiff	Service Fees	05/14/2018	\$6.67
Plaintiff	Service Fees	05/18/2018	\$6.67

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
683658	Electronic Trans	05/08/2018	Docter, Bruce,	\$83.00
			Petition	\$35.00
			Filing Fee - State	\$1.00
			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	\$6.00
			Legal Aid/Services Fun	\$6.25
			Complete Record	\$15.00

Register of Actions

03/25/2019 Notice-Take Deposition
This action initiated by party Bruce Docter
Image ID N190844Z8D02 (d1)

03/04/2019 Order-Continuance
This action initiated by John Colborn
pretrial conference hearing 5-2-19/1:30/31 eNotice Certificate Attached
Image ID N19059YEKD02

02/28/2019 Motion-Continuance
This action initiated by party Bruce Docter
003-trial and pretrial conf hearing
(SJ)
Image ID N19059YEID02

02/22/2019 Pretrial Memorandum-Attorney
This action initiated by party Bruce Docter
Image ID N19053A4QD02

02/14/2019 Notice-Take Deposition
This action initiated by party Bruce Docter
Amended
Image ID N190457D8D02

11/09/2018 Answer
This action initiated by party Titan Enterprises, LLC
to amended complaint (cr)
Image ID N18313ZJKD02

10/25/2018 Order
This action initiated by John Colborn
scheduling pretrial conference eNotice Certificate Attached
Image ID 001873374D02

10/18/2018 Notice-Take Deposition
This action initiated by party Bruce Docter
Image ID N1829100ID02

10/15/2018 Motion-Compel
This action initiated by party Bruce Docter

002-discovery responses-hearing 10-25-18/9:15/31
Image ID N18288HRAD02

10/02/2018 Motion Filed
This action initiated by party Matthew Barber
001 - for status hearing and progression order - NOH 10-25-18/9:15/31 (d1)
Image ID N18275Y7KD02

06/14/2018 Amended Complaint
This action initiated by party Bruce Docter
Image ID N181653HUD02

06/13/2018 Answer
This action initiated by party Matthew Barber
Image ID N18164ZTCD02

05/18/2018 Return Summons/Alias Summons
The document number is 00546822
Served 05/09/2018, Certified Mail
sign by Adriana Dunlap
Image ID 001830908D02

05/14/2018 Entry of Appearance
This action initiated by party Matthew Barber
Kelly R. Hoffschneider (SJ)
Image ID N181349R0D02

05/14/2018 Return Summons/Alias Summons
The document number is 00546821

Served 05/09/2018, Certified Mail
sign by Matt Barber

Image ID 001830898D02

05/14/2018 Return Summons/Alias Summons
The document number is 00546820
Served 05/09/2018, Certified Mail
sign by Matt Barber
Image ID 001830897D02

05/08/2018 Summons Issued on Titan Enterprises, LLC
The document number is 00546822
E-MAILED: sburkholder@mchenrylaw.com
Image ID D00546822D02

05/08/2018 Summons Issued on Michelle Barber
The document number is 00546821
E-MAILED: sburkholder@mchenrylaw.com

Image ID D00546821D02

05/08/2018 Summons Issued on Matthew Barber
The document number is 00546820
E-MAILED: sburkholder@mchenrylaw.com
Image ID D00546820D02

05/08/2018 Complaint-Praecipe
This action initiated by party Bruce Docter
Image ID N18128JIWD02

Judges Notes

10/25/2018
10-25-2018 Colborn Reporter
Attorneys Burkholder and Hoffschneider present. Attorney Burkholder to
submit proposed order re: motion to compel. Matter is set for trial
on 3/25/19 at 9:00 a.m. Mediation to be completed by 2/28/19.
Pretrial conference set for 2/28/19 at 1:30 p.m.
Colborn
For order scheduling pretrial conference, see file.
03/04/2019
Colborn
For order to continue pretrial conference, see file.

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

BRUCE DOCTER AND DEBRA
DOCTER,

Plaintiffs,

vs.

MATTHEW BARBER AND MICHELLE
BARBER AND TITAN ENTERPRISES,
LLC, A NEBRASKA LIMITED LIABILITY
COMPANY,

Defendants.

CASE NO. CI 18 – _____

COMPLAINT AND
PRAECIPE

COMES NOW the Plaintiffs and for their cause of action states as follows:

1. Plaintiffs are, and at all times herein mentioned were residents of Gage County, Nebraska.

2. Defendants, Matthew and Michelle Barber are and at all times herein mentioned were residents of Firth, Lancaster County, Nebraska.

3. Defendant, Titan Enterprises, LLC, is a Nebraska Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Nebraska with its principal place of business located at 1250 Cedar Lake Lane South, Firth, Lancaster County, Nebraska.

4. On or about February 24, 2012, Plaintiffs and Defendants Matthew Barber and Michelle Barber entered into a written contract granting Plaintiffs an absolute and unqualified First Right of Refusal to purchase real estate located at 106 West 3rd, Firth Nebraska 68358 (Real Estate). A copy of said First Right of Refusal contract containing the legal description for said real estate is marked as Exhibit A, attached hereto, and by this reference incorporated herein (First Right of Refusal).

5. The First Right of Refusal was recorded with the Lancaster County, Nebraska Register of Deeds on March 19, 2012 as Instrument No. 2012012656.

6. Upon information and belief Defendant Matthew Barber is a Member of Titan Enterprises, LLC.

7. Titan Enterprises, LLC had notice of the First Right of Refusal and at all times relevant herein operated as the alter ego of Defendant Matthew Barber.

8. The First Right of Refusal is binding on all Defendants.

9. On or about April 28, 2016, Defendants Matthew and Michelle Barber sold the Real Estate to Titan Enterprises, LLC without first offering to sell the Real Estate to Plaintiffs as required by the terms of the First Right of Refusal.

10. The sale and purchase of the Real Estate by the Defendants was for the purpose of avoiding the obligations of Defendants Matthew Barber and Michelle Barber pursuant to the terms of the First Right of Refusal.

11. Plaintiffs have no adequate remedy at law and are entitled to an award of specific performance on the terms of the First Right of Refusal.

12. Plaintiffs are entitled to injunctive relief including temporarily and permanently restraining the Defendants from transferring or selling the Real Estate, declaring the sale of the Real Estate from Defendants Matthew Barber and Michelle Barber to Defendant Titan Enterprises, LLC null and void, specifically requiring that Plaintiffs be given the opportunity to purchase the Real Estate for the sale price paid by Defendant Titan Enterprises, LLC to Defendants Matthew Barber and Michelle Barber.

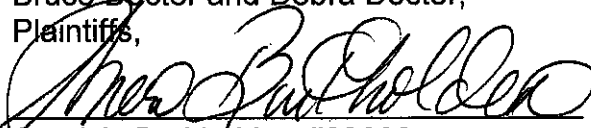
WHEREFORE Plaintiffs pray for judgment against the Defendants and each of them, jointly and severally, and request that the Court declare the transfer of the Real

Estate from Defendants Matthew Barber and Michelle Barber null and void; grant preliminary and permanent injunctive relief restraining and enjoining Defendants from selling or transferring the Real Estate in violation of the First Right of Refusal; specifically require that Plaintiffs be given the opportunity to purchase the Real Estate for the sale price paid by Defendant Titan Enterprises, LLC to Defendants Matthew Barber and Michelle Barber; and award costs of this action including a reasonable attorneys' fees; and such other relief as the Court deems just and appropriate.

Dated this 8th day of May, 2018.

Bruce Docter and Debra Docter,
Plaintiffs,

By:


Sheri A. Burkholder, #22036
McHenry, Haszard, Roth, Hupp,
Burkholder & Blomenberg, PC
PO Box 82426
Lincoln, NE 68501-2426
(402) 476-2200
sheri@mchenrylaw.com
Attorney for Plaintiffs

Praeipie

To the Clerk of said Court:

Plaintiffs have elected that service of summons with a copy of the complaint attached shall be by certified mail postage prepaid on Defendants, Matthew Barber and Michelle Barber at 814 Park Drive, Hickman, Nebraska 68372 and Titan Enterprises, LLC c/o Kenny Dunlap at 1250 Cedar Lake Lane South, Firth, Nebraska 68358.


Attorney for Plaintiffs

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

BRUCE DOCTER AND DEBRA
DOCTER,

Plaintiffs,

vs.

MATTHEW BARBER AND MICHELLE
BARBER AND TITAN ENTERPRISES,
LLC, A NEBRASKA LIMITED LIABILITY
COMPANY,

Defendants.

CASE NO. CI 18 -1566

AMENDED COMPLAINT

COMES NOW the Plaintiffs and for their cause of action states as follows:

1. Plaintiffs are, and at all times herein mentioned were residents of Gage County, Nebraska.

2. Defendants, Matthew and Michelle Barber are and at all times herein mentioned were residents of Firth, Lancaster County, Nebraska.

3. Defendant, Titan Enterprises, LLC, is a Nebraska Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Nebraska with its principal place of business located at 1250 Cedar Lake Lane South, Firth, Lancaster County, Nebraska.

4. On or about February 24, 2012, Plaintiffs and Defendants Matthew Barber and Michelle Barber entered into a written contract granting Plaintiffs an absolute and unqualified First Right of Refusal to purchase real estate located at 106 West 3rd, Firth Nebraska 68358 (Real Estate). A copy of said First Right of Refusal contract containing the legal description for said real estate is marked as Exhibit A, attached hereto, and by this reference incorporated herein (First Right of Refusal).

5. The First Right of Refusal was recorded with the Lancaster County, Nebraska Register of Deeds on March 19, 2012 as Instrument No. 2012012656.

6. Upon information and belief Defendant Matthew Barber is a Member of Titan Enterprises, LLC.

7. Titan Enterprises, LLC had notice of the First Right of Refusal and at all times relevant herein operated as the alter ego of Defendant Matthew Barber.

8. The First Right of Refusal is binding on all Defendants.

9. On or about April 28, 2016, Defendants Matthew and Michelle Barber sold the Real Estate to Titan Enterprises, LLC without first offering to sell the Real Estate to Plaintiffs as required by the terms of the First Right of Refusal.

10. The sale and purchase of the Real Estate by the Defendants was for the purpose of avoiding the obligations of Defendants Matthew Barber and Michelle Barber pursuant to the terms of the First Right of Refusal.

11. Plaintiffs have no adequate remedy at law and are entitled to an award of specific performance on the terms of the First Right of Refusal.

12. Plaintiffs are entitled to injunctive relief including temporarily and permanently restraining the Defendants from transferring or selling the Real Estate, declaring the sale of the Real Estate from Defendants Matthew Barber and Michelle Barber to Defendant Titan Enterprises, LLC null and void, specifically requiring that Plaintiffs be given the opportunity to purchase the Real Estate for the sale price paid by Defendant Titan Enterprises, LLC to Defendants Matthew Barber and Michelle Barber.

WHEREFORE Plaintiffs pray for judgment against the Defendants and each of them, jointly and severally, and request that the Court declare the transfer of the Real

Estate from Defendants Matthew Barber and Michelle Barber null and void; grant preliminary and permanent injunctive relief restraining and enjoining Defendants from selling or transferring the Real Estate in violation of the First Right of Refusal; specifically require that Plaintiffs be given the opportunity to purchase the Real Estate for the sale price paid by Defendant Titan Enterprises, LLC to Defendants Matthew Barber and Michelle Barber; and award costs of this action including a reasonable attorneys' fees; and such other relief as the Court deems just and appropriate.

Dated this 14th day of June, 2018.

Bruce Docter and Debra Docter,
Plaintiffs,

By: /s/ Sheri A. Burkholder
Sheri A. Burkholder, #22036
McHenry, Haszard, Roth, Hupp,
Burkholder & Blomenberg, PC
PO Box 82426
Lincoln, NE 68501-2426
(402) 476-2200
sheri@mchenrylaw.com
Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of June, 2018, a true and correct copy of the foregoing *Amended Complaint* was electronically sent to: Attorney for Defendant, Kelley R. Hoffschneider.

/s/ Sheri A. Burkholder
Sheri A. Burkholder, #22036

1100

FIRTH

Inst # 2012012656 Mon Mar 19 13:51:54 CDT 2012
Filing Fee \$11.00
Lancaster County, NE Assessor/Register of Deeds
epoaks Office
NOTICE
Pages 2



FIRST RIGHT OF REFUSAL

THIS AGREEMENT is made and entered into this 24th day of February 2012, by and between Matthew Barber and Michelle Barber, husband and wife, herein collectively referred to as "GRANTOR" and Bruce A Docter and Debra Jo Docter husband and wife, herein collectively referred to "GRANTEE."

WHEREAS, the subject of this First Right of Refusal is the following described real estate:

A legal description of a portion of Lots Eleven (11) and Twelve (12), Block Thirty-three (33), Village of Firth, located in the Northwest Quarter (NW1/4) of Section 35, Township 7 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska and more fully described as follows:

Referring to the Southwest corner of Lot 12, Block 33; Thence North 89°30'52" East, (an assumed bearing), on the South line of said Lot 12, a distance of 64.00 feet to a found chiseled X in concrete, Thence North 00°23'20" West a distance of 49.98 feet to a found capped rebar, Thence North 89°33'14" East on the North line of Lot 11, Block 33, a distance of 24.00 feet, Thence South 00°23'20" East, a distance of 50.00 feet, to a point on the South line of Lot 12, Block 33, Thence South 89°30'52" West, on said line, a distance of 24.00 feet to the point of beginning,

Commonly known as 106 West 3rd Street, Firth, Nebraska 68358, hereinafter referred to herein as "the premises;"

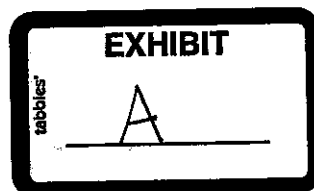
WHEREAS, GRANTOR is willing to grant GRANTEE a Right of Refusal

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

GRANTOR hereby grants unto GRANTEE, a First Right of Refusal, on the following terms:

1. FIRST RIGHT OF REFUSAL: GRANTOR covenants and hereby grants unto GRANTEE, an absolute and unqualified First Right of Refusal, to purchase the premises above described. In the event GRANTOR should decide to sell the premises to a third party, GRANTOR shall first give GRANTEE the right to meet any bona fide offers. If GRANTOR receives a bona fide offer for the sale of the premises, GRANTOR shall offer the premises to the GRANTEE herein at the same price, and upon the same terms, as GRANTOR was offered for the sale of the premises. GRANTEE shall have the option to purchase the premises on the same terms and conditions, provided GRANTEE shall advise the GRANTOR within thirty (30) days after being notified of GRANTOR'S intention to sell. If GRANTEE fails to notify the GRANTOR of GRANTEE'S election to purchase the real estate, the rights of GRANTEE herein shall terminate. It is the intent of the parties hereto, to grant unto GRANTEE, the right to purchase the property, as it was formerly owned by the GRANTEE herein, and is contiguous to their property, and the First Right of Refusal was part of the consideration when the premises were conveyed to the GRANTOR herein.

The Agreement is binding on the parties hereto, their heirs, successors and assigns



F.S.B.
HALLAM, TR.

This First Right of Refusal will be filed with the Register of Deeds of Lancaster County Nebraska, at the expense of GRANTEE

Dated this 24th day of February 2012.

Matthew P. Barber
Matthew Barber, GRANTOR
Bruce A. Docter
Bruce A. Docter, GRANTEE

Michelle M. Barber
Michelle Barber, GRANTOR
Debra Jo Docter
Debra Jo Docter, GRANTEE

STATE OF NEBRASKA)
County of LANCASTER)ss

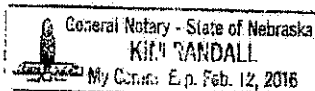
The foregoing First Right of Refusal was acknowledged before me this 24th day of February 2012, by Matthew Barber, Grantor herein, to be his voluntary act and deed.



Mark Simonson
Notary Public

STATE OF NEBRASKA)
County of LANCASTER)ss

The foregoing First Right of Refusal was acknowledged before me this 24th day of February 2012, by Michelle Barber, Grantor herein, to be her voluntary act and deed.



Kim Randall
Notary Public

STATE OF NEBRASKA)
County of LANCASTER)ss

The foregoing First Right of Refusal was acknowledged before me this 2nd day of ~~February~~ ^{March} 2012, by Bruce A. Docter, Grantee herein, to be his voluntary act and deed.



Karen Tiedeman
Notary Public

STATE OF NEBRASKA)
County of LANCASTER)ss

The foregoing First Right of Refusal was acknowledged before me this 2nd day of ~~February~~ ^{March} 2012, by Debra Jo Docter, Grantee herein, to be her voluntary act and deed.



Karen Tiedeman
Notary Public

Certificate of Service

I hereby certify that on Thursday, June 14, 2018 I provided a true and correct copy of the Amended Complaint to the following:

Barber,Michelle, represented by Hoffschneider,Kelly Randal (Bar Number: 22839) service method: Electronic Service to kelly@hoffschneiderlaw.com

Titan Enterprises, LLC represented by Hoffschneider,Kelly Randal (Bar Number: 22839) service method: Electronic Service to kelly@hoffschneiderlaw.com

Barber,Matthew, represented by Hoffschneider,Kelly Randal (Bar Number: 22839) service method: Electronic Service to kelly@hoffschneiderlaw.com

Signature: /s/ Sheri Burkholder (Bar Number: 22036)