

IN THE DISTRICT COURT, DOUGLAS COUNTY, NEBRASKA
NAKEYA WRAGGS,
PLAINTIFF,

CI 19-4348

vs.

COMPLAINT

SAINT JAMES APARTMENT
PARTNERS MANAGEMENT, L.L.C. &
CENTRAL STATES PROPERTY
MANAGEMENT, L.L.C.
DEFENDANTS.

Plaintiff, by and through her attorneys Catherine Mahern and Christopher A. Mihalo of the Milton R. Abrahams Legal Clinic, for her Complaint alleges and states:

CASE OVERVIEW

1. Plaintiff seeks monetary and injunctive relief and a temporary restraining order against Defendants Saint James Apartment Management, LLC and Central States Property Management, LLC for violations of the Nebraska Uniform Residential Landlord and Tenant Act, Neb. Rev. Stat. § 76-1401 *et. seq.*, the Fair Housing Act, as amended, 42 U.S.C. §§ 3604(f)(3)(B) & 3617, and the Nebraska Fair Housing Act, Neb. Rev. Stat. § 20-319(2)(b).

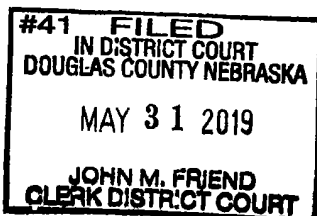
JURISDICTION, VENUE, & PARTIES

2. The claims arising here are within the District Court's subject matter jurisdiction over civil matters pursuant to Neb. Rev. Stat. § 24-302.

3. Venue is proper in Douglas County, Nebraska, where the claims asserted here arose pursuant to Neb. Rev. Stat. § 25-403.1 and Neb. Rev. Stat. § 25-401.

4. Plaintiff Nakeya Wraggs resides at 3211 North 61st Street Apartment 3, Omaha, Nebraska, 68104 ("Property").

5. Defendant Saint James Apartment Partners Management, LLC is a Nebraska corporation conducting business in Douglas County, Nebraska. It purchased the Property on June 29, 2018, and it is the owner of the property.



6. Defendant Central States Property Management, LLC is a Nebraska corporation conducting business in Douglas County, Nebraska. It is the management company that manages residential properties, including the Property at issue.

FACTS

7. The Property is a unit in an apartment complex located off Northwest Radial Highway in Omaha, Nebraska.

8. Since December 29, 2000, the Property has been subject to a Land Use Restriction Agreement that requires the Property offer housing to low-income tenants through the Section 8 Program until 2045.

9. At all relevant times, Plaintiff has been under a lease agreement to rent the Property. The last executed lease agreement for the Property is dated November 3, 2017, and entitled Model Lease for Subsidized Programs, form HUD-90105a, that ran from November 3, 2017 through April 1, 2018, and then continued month to month.

10. During Plaintiff's occupancy, Plaintiff paid \$0 in rent each month under the lease.

11. On or around April 1, 2016, Plaintiff moved into the Property and commenced her tenancy.

12. At the time Plaintiff moved in, she observed several defects with the Property, including:

12.1. A leak from the ceiling;

12.2. Bed bugs and termites;

12.3. A missing a guide rail track in the bedroom;

12.4. Missing or damaged window screens throughout the apartment

12.5. A deteriorated bathroom door; and

12.6. Carpeting throughout the apartment was in poor condition.

13. The defects listed in ¶ 12 were reported to the predecessor management company at the time of move-in and are attached to this Complaint as Exhibit A.

14. Throughout Plaintiff's occupancy beginning in November 2017, the Property exposed Plaintiff to conditions materially affecting health and human safety, including, but not limited to:

14.1. Bat infestation;

14.2. Fire;

14.3. Recurring bed bug infestation.

15. Plaintiff requested for the management company to fix the issues contained in paragraphs 12 and 14.

16. On or about July 27, 2018, upon Plaintiff's request, the Omaha City Planning Department ("Planning Department") conducted an inspection of the Property and found multiple violations where the Property failed to comply with minimum housing codes affecting health and safety including, but not limited to:

16.1. Wall deterioration;

16.2. Leaking toilet;

16.3. Cracked bathroom sink;

16.4. Deteriorated flooring in the kitchen and bathroom;

16.5. Deteriorated carpeting in the living room and dining room.

16.6. Missing window screens.

17. On August 27, 2018, the Planning Department sent a Notice of Property Violation to Defendants requiring that the repairs be completed within 30 days.

18. On or about March 8, 2019, the Planning Department re-inspected the property and found that many of the required repairs had not been made, including:

18.1. Damaged hallway ceiling;

18.2. Deteriorated carpeting throughout the apartment;

18.3. Deteriorated kitchen flooring;

18.4. Leaking toilet;

18.5. Cracked bathroom sink.

FIRST CAUSE OF ACTION

FAILURE TO MAINTAIN FIT PREMISES

NEB. REV. STAT. §§ 76-1419 & 1425

19. All allegations above are renewed here.

20. Under paragraph 10(a)(5) of the lease agreement, the landlord is the party responsible for making repairs to the property.

21. Under the Nebraska Uniform Residential Landlord and Tenant Act, Defendants are required to substantially comply with the requirements of the minimum housing codes affecting

health and safety and to make all repairs to put and keep the premises in fit and habitable condition. Neb. Rev. Stat. §§ 76-1419(1)(a) & (b).

22. On March 8, 2019 and May 1, 2019, Defendants issued 14/30 Notices to Perform Conditions, requiring Plaintiff make the following repairs or else her lease would be terminated:

- Replace flooring;
- Removing or damaging window screens;
- Repair/replace bedroom closet doors off track and/or broken door guides with same matching type;
- Repair damaged door in the bathroom.

The 14/30 Notices are attached to this Complaint as Exhibits B and C.

23. Defendants willfully failed to maintain fit premises and to substantially comply with the requirements of the applicable minimum housing codes materially affecting health and safety, including:

- 23.1. ensuring that bats, bedbugs, and other pests would not enter the unit;
- 23.2. ensuring that plumbing was in functioning condition;
- 23.3. maintaining the flooring; and
- 23.4. repairing the closet door's door guides, bathroom door, the bathroom sink, and the ceiling and walls.

24. Defendants are in breach of the lease agreement that requires the landlord to be the party responsible for making repairs to the property.

25. Plaintiff has suffered damages.

26. Plaintiff seeks injunctive relief requiring Defendants to make the following repairs to the apartment at Defendants' cost:

- 26.1. Replace the carpeting;
- 26.2. Replace the flooring in the bathroom;
- 26.3. Replace the flooring in the kitchen;
- 26.4. Repair the bedroom closet door track;
- 26.5. Repair or replace the bathroom door;
- 26.6. Repair the toilet leak.

27. Plaintiff seeks damages in the amount of the diminution of value of her apartment during times of occupancy.

28. Plaintiff requests reasonable attorney's fees to be determined at the time of trial.

SECOND CAUSE OF ACTION
UNLAWFUL RETALIATORY CONDUCT
NEB. REV. STAT. § 76-1439

29. All allegations above are renewed here.
30. Defendants unlawfully retaliated against Plaintiff for requesting the Planning Department inspect her apartment by issuing the 14/30 Day Notices on March 8, 2019 and on May 1, 2019, and by filing an eviction action against Defendant in Douglas County Court, Nebraska, CI 19-8365.

31. Defendant seeks damages in the amount of:
- 31.1. Three (3) times the monthly periodic rent or subsidy amount;
- 31.2. Reasonable attorney's fees to be determined at the time of trial.

THIRD CAUSE OF ACTION
FAIR HOUSING ACT VIOLATION
42 U.S.C. § 3601 AND NEB. REV. STAT. § 20-319

32. All allegations above are renewed here.
33. Plaintiff is a person with a disability.
34. Defendants knew, or should have known, that Plaintiff was a person with a disability.
35. As a part of her treatment for her disability, Plaintiff's mental health professional prescribed a dog or cat as an emotional support animal.
36. At the time Plaintiff moved into the apartment, she had a dog.
37. In February 2017, Plaintiff adopted a new dog when her previous animal passed away.
38. Plaintiff adopted a cat in March 2018.
39. Plaintiff provided Defendants or their predecessors with a copy of the letter from her mental health provider dated May 2017 stating she should be permitted to have a dog or cat as an emotional support animal for her disability.
40. Defendants injured Plaintiff and violated the Fair Housing Act Amendments of 1988, 42 U.S.C. § 3601 *et seq.* and its implementing regulations and the Nebraska Fair Housing Act, Neb. Rev. Stat. § 20-319, by failing to make reasonable accommodations in its rules, policies,

practices, or procedures to afford Plaintiff the equal opportunity to use and enjoy her apartment and permitting her to have an emotional support animal by:

- 40.1. Claiming Plaintiff never sought written authorization for her emotional support animals;
- 40.2. Demanding Plaintiff pay a deposit for a cat when it served as an emotional support animal;
- 40.3. Refusing to acknowledge her cat as an emotional support animal;
- 40.4. Issuing a 14/30 Notice to terminate the lease on Plaintiff after she had relinquished her animals and, through her advocate, informed Defendant that she had done so.

41. Defendants' conduct shows a reckless or callous disregard or indifference to Plaintiff's rights and denied her the opportunity to enjoy her housing.

42. Plaintiff has suffered damages.

**FOURTH CAUSE OF ACTION
INTERFERENCE WITH FAIR HOUSING ACT**

42 U.S.C. § 3617

43. All allegations above are renewed here.

44. On March 19, 2019, Plaintiff, through her representative of Fair Housing Advisory Services ("FHAS"), informed Defendants she had filed a Fair Housing Discrimination Complaint with the U.S. Department of Housing and Urban Development ("HUD").

45. The agency tasked with investigating the Fair Housing Discrimination Complaint, the Nebraska Equal Opportunity Commission, acknowledged the Fair Housing Discrimination Complaint's was filed as of April 8, 2019.

46. Plaintiff was engaged in a protected activity by exercising her rights under the Fair Housing Act within the meaning of 42 U.S.C. § 3617 when she requested reasonable accommodations and filed a Fair Housing Discrimination Complaint with HUD.

47. Defendants intimidated, threatened, or interfered with Plaintiff's exercise or enjoyment of rights granted by the Fair Housing Act by taking the following actions:

- 47.1. Issuing a 14/30 Notice to terminate the lease on March 8, 2019;
- 47.2. Filing an eviction action in Douglas County Court, Nebraska, CI 19-8365, on April 17, 2019;

- 47.3. Issuing a 14/30 Notice to terminate the lease on May 1, 2019.
48. Defendants actions have harmed Plaintiff.

FIFTH CAUSE OF ACTION
TEMPORARY RESTRAINING ORDER & TEMPORARY INJUNCTION
NEB. REV. STAT. § 25-1064

49. All allegations above are renewed here.
50. Plaintiff, by and through her lawyer, moves this Court pursuant to Neb. Rev. Stat. § 25-1064 for a Temporary Restraining Order and Temporary Injunction against Defendants enjoining them from instituting an eviction action against her. In support of this Motion, Plaintiff states:

51. Defendants served Plaintiff with a 14/30 Notice on May 1, 2019, alleging she was in breach of the lease and required to make repairs to the apartments for items that were defective at the time of move-in and to remove animals from the Property that Plaintiff had already relinquished.

52. Plaintiff, with her advocate, met with Defendants to resolve the issues but Defendants contended that she pay for any repairs to the apartment.

53. Plaintiff will suffer immediate and irreparable harm if Defendants are not temporarily estopped from instituting or pursuing an eviction proceeding against her, as an eviction action in Nebraska is an expedited proceeding that does not allow a tenant the benefit of formal discovery.

54. Plaintiff has no adequate remedy at law.

55. Defendants would not be excessively harmed by the injunction because Plaintiff's rent is fully subsidized by HUD and the benefit attaches to the property, not the tenant.

56. Plaintiff is likely to prevail on the merits of her claim.

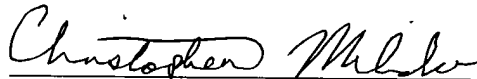
REQUESTS FOR RELIEF

57. Plaintiff requests the Court for the following relief:
- 57.1. A preliminary injunction ordering Defendants from refraining from filing or pursuing any eviction action against Plaintiff during the pendency of this litigation;
- 57.2. Grant injunctive relief requiring the Defendants:
- 57.2.1. Replace the carpeting;

- 57.2.2. Replace the flooring in the bathroom;
- 57.2.3. Replace the flooring in the kitchen;
- 57.2.4. Repair the bedroom closet door track;
- 57.2.5. Repair or replace the bathroom door;
- 57.2.6. Repair the toilet leak.
- 57.3. Award Plaintiff compensatory damages and punitive damages, including:
 - 57.3.1. Diminution of the fair market value of the unit during her tenancy;
 - 57.3.2. Three (3) months periodic rent for wrongful retaliation pursuant to Neb. Rev. Stat. §§ 76-1439.
 - 57.3.3. Damages related to the violations of the Federal Fair Housing Act;
 - 57.3.4. Punitive damages for violations of the Federal Fair Housing Act.
- 57.4. Award Plaintiff an award for reasonable costs, expenses, and attorney's fees; and,
- 57.5. Any other relief the Court deems just and proper.

DATED: May 31, 2019

NAKEYA WRAGGS,
Plaintiff.

By: 
Catherine Mahern, #19939
Christopher A. Mihalo, #24705
Milton R. Abrahams Legal Clinic
2120 Cass Street
Omaha, Nebraska 68178
402-280-3068
clinic@creighton.edu
Plaintiff's Attorneys



APARTMENT CHECK-IN/OUT

Property Name:
Resident Address:3211 N 1st Apt 3Resident Name:
Phone:Nabeela Waggas
408 403 9866

ITEM	COMMENT	OFFICE USE ONLY
PATIO:		
SMOKE ALARM:		
LIVING ROOM:	Carpet was never cleaned *	
DOORS		
WALLS		
CARPETING	Needs cleaning	
WINDOWS/RODS/SHADES	1 shade missing	
STAIRS		
DINING AREA:		
WALLS		
FLOORS	Carpet needs cleaned *	
WINDOWS/RODS/SHADES		
LIGHT FIXTURE		
KITCHEN:		
CUPBOARDS	Bottom shelf has falling apart	
WALLS		
RANGE		
REFRIGERATOR	Freezer door won't stay closed	
SINK		
DISPOSAL		
LIGHT FIXTURE		
BEDROOMS:	MASTER OFFICE USE ONLY 2nd BEDR. OFFICE USE ONLY 3RD BEDR. OFFICE USE ONLY	
DOORS		
WALLS		hole in wall
CARPETING	Needs cleaned *	Stinks
WINDOW/RODS/SHADES	Around a bed bug?	Needs cleaned *
CLOSET	off track	Need new track
LIGHT FIXTURE		off track *
BATHROOM:	MASTER OFC. USE ONLY MAIN BATH OFC. USE ONLY	
DOORS		
WALLS		
FLOORS		
SHOWER DOOR		
TUB		
SINK		
MEDICINE CHEST		
TOILET		
LIGHT FIXTURE	Plug doesn't work	
MISCELLANEOUS	Fan is falling	

KEYS ISSUED:

☒ DOOR☐ LAUNDRY☒ MAILBOX

Comments:

The ceiling leaks when it rains and I've
seen bed bugs and termites. The carpet is pasty and fee'

EXHIBIT

A

CSPM

Central States Property Management, LLC
740 S 75th Street
Omaha, Nebraska 68114
Phone 402-963-9099
Fax 402-963-9131

COPY

14/30 DAY NOTICE TO PERFORM CONDITIONS

3/8/19

**Ms. Nakeya Wraggs, et al and all other
occupants**

**3211 No 61 St.
Omaha, Ne 68104**

PURSUANT TO NRS 76-1431(1), THIS IS TO NOTIFY YOU that under the provisions of your lease agreement, you have breached your lease agreement as follows:

- ☒ Failure to maintain the premise in a clean, safe, and sanitary condition,
- ☐ Failure to conduct yourself, other household members, and/or guest to have due regard for the comfort, convenience, and pleasure of other occupants in the building or on the apartment grounds,
- ☒ Causing, or permitting to be caused, damage to the premise or any part thereof, either negligently or deliberately,
- ☐ Occupants living on premise not on lease agreement,
- ☒ Lease violations, or,
- ☐ Tenant rules and regulations,
- ☐ other/details.

As described in detail within the terms of the HUD model lease you are financially responsible for maintaining following (photos of the damages are available via email, please see the site manager). Photos of the damage are available at the manager's office and can be emailed to you.

Replace all damaged carpets in your unit.

Repair/replace bedroom closet doors off track and/or broken closet door guides with same matching type.

Repair damaged door in the bathroom.

If you do not have written authorization and an increased security deposit the paint inside your unit must match the color it was painted the day you took possession of the unit.

If you have documentation from our office which indicates the damages found during the recent inspection were present when you took possession of the unit you may not be financially responsible for the damages found during the recent inspection, please forward copies of any and all such documentation to the site manager.

You have 14 days from the date this notice was delivered to address the issues as listed, failing to correct the issues can result in an eviction.

If you elect not to make the repairs, maintenance and/or third party contractors will be hired to address the issues outlined and you will be held financially responsible for all costs associated with the repairs or face an eviction.

EXHIBIT

B

This communication serves to provide written **Notice** that maintenance or third party contractors will be onsite and inside your unit to repair the following at the landlord cost during the rest of March 2019.

Repairs to the bathroom sink drain
Caulk bathroom back splash
Correctly seal bathroom sink to vanity
Correctly install bathroom fan
Clean furnace cabinet

PURSUANT TO NEBRASKA LAW, you are required to correct the breach(es) above specified within fourteen (14) days after the receipt of this letter, or upon failure to do so, your lease will be terminated within thirty (30) days from the date of service. A subsequent violation of the above, within the next six (6) months, will result in an automatic termination of your lease within thirty (30) days.

Dated: _____

Central States Property Management LLC,

Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was

☐ Mailed First Class Postage Prepaid
☐ Hand Delivered / Posted On Door

to the afore mentioned address this _____ day of _____, _____.

Central States Property Management LLC,

CSPM

Central States Property Management, LLC
740 S 75th Street
Omaha, Nebraska 68114
Phone 402-963-9099
Fax 402-963-9131

14/30 DAY NOTICE TO PERFORM CONDITIONS

5/1/19

**Ms. Nakeya Wraggs, et all and all other
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**3211 No 61 St. unit 3
Omaha, Ne 68104**

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- ☒ Causing, or permitting to be caused, damage to the premise or any part thereof, either negligently or deliberately,
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- ☐ other/details.

As described in detail within the terms of the HUD model lease you are financially responsible for maintaining following (photos of the damages are available via email, please see the site manager). Photos of the damage are available at the manager's office and can be emailed to you.

Replace flooring damaged by your guests, animals and dependents in your unit.

Retaining an unlicensed dog and cat within the unit.

Failure to license and provide insurance for a pit bull bred animal.

Retaining a cat in the unit without seeking written management approval.

Failure to pay a animal security deposit for the unauthorized cat.

Failure to maintain a clean restroom.

Removing or damaging unit window screens.

Repair/replace bedroom closet doors off track and/or broken closet door guides with same matching type.

Repair damaged door in the bathroom.

If you have documentation from our office which indicates the damages found during the recent inspection were present when you took possession of the unit you may not be financially responsible for the damages found during the recent inspection, please forward copies of any a documentation to the site manager.

EXHIBIT

C

If you elect not to make the repairs, maintenance and/or third party contractors will be hired to address the issues outlined and you will be held financially responsible for all costs associated with the repairs or face an eviction.

You are required to correct the breach(es) above specified within fourteen (14) days after the receipt of this letter, or upon failure to do so, your lease will be terminated within thirty (30) days (June 2, 2019) from the date of service. A subsequent violation of the above, within the next six (6) months, will result in an automatic termination of your lease within thirty (30) days (June 2, 2019).

Pursuant to paragraph 23 of the Model Lease for Subsidized Programs you have ten (10) days (ending May 11, 2019) within which to discuss the proposed termination of tenancy with the landlord. The ten (10) day period will begin on the earlier date of the notice was hand delivered to the unit or the day after the date the notice was mailed. You may request a meeting with the landlord to discuss the proposed termination. You have the right to defend the action in Court.

This written agreement will remain in force unless expressly withdrawn in writing by the Landlord. You may not rely upon any verbal communication concerning this termination notice.

Dated: 05/01/2019

Central States Property Management LLC,

Maurice Ballie

Certificate of Service

The undersigned hereby certifies that a true and accurate copy of the above and foregoing was

☐ Mailed First Class Postage Prepaid

☒ Hand Delivered / Posted On Door

to the afore mentioned address this 1 day of May, 2019.

Central States Property Management LLC,

Maurice Ballie

IN THE DISTRICT COURT, DOUGLAS COUNTY, NEBRASKA

NAKEYA WRAGGS,

CI 19-4368

PLAINTIFF,

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42. Plaintiff has suffered damages.

**FOURTH CAUSE OF ACTION
INTERFERENCE WITH FAIR HOUSING ACT**

42 U.S.C. § 3617

43. All allegations above are renewed here.

44. On March 19, 2019, Plaintiff, through her representative of Fair Housing Advisory Services ("FHAS"), informed Defendants she had filed a Fair Housing Discrimination Complaint with the U.S. Department of Housing and Urban Development ("HUD").

45. The agency tasked with investigating the Fair Housing Discrimination Complaint, the Nebraska Equal Opportunity Commission, acknowledged the Fair Housing Discrimination Complaint's was filed as of April 8, 2019.

46. Plaintiff was engaged in a protected activity by exercising her rights under the Fair Housing Act within the meaning of 42 U.S.C. § 3617 when she requested reasonable accommodations and filed a Fair Housing Discrimination Complaint with HUD.

47. Defendants intimidated, threatened, or interfered with Plaintiff's exercise or enjoyment of rights granted by the Fair Housing Act by taking the following actions:

- 47.1. Issuing a 14/30 Notice to terminate the lease on March 8, 2019;
- 47.2. Filing an eviction action in Douglas County Court, Nebraska, CI 19-8365, on April 17, 2019;
- 47.3. Issuing a 14/30 Notice to terminate the lease on May 1, 2019.

48. Defendants actions have harmed Plaintiff.

**FIFTH CAUSE OF ACTION
TEMPORARY RESTRAINING ORDER & TEMPORARY INJUNCTION**

NEB. REV. STAT. § 25-1064

49. All allegations above are renewed here.

50. Plaintiff, by and through her lawyer, moves this Court pursuant to Neb. Rev. Stat. § 25-1064 for a Temporary Restraining Order and Temporary Injunction against Defendants enjoining them from instituting an eviction action against her. In support of this Motion, Plaintiff states:

51. Defendants served Plaintiff with a 14/30 Notice on May 1, 2019, alleging she was in breach of the lease and required to make repairs to the apartments for items that were defective at the time of move-in and to remove animals from the Property that Plaintiff had already relinquished.

52. Plaintiff, with her advocate, met with Defendants to resolve the issues but Defendants contended that she pay for any repairs to the apartment.

53. Plaintiff will suffer immediate and irreparable harm if Defendants are not temporarily estopped from instituting or pursuing an eviction proceeding against her, as an eviction action in Nebraska is an expedited proceeding that does not allow a tenant the benefit of formal discovery.

54. Plaintiff has no adequate remedy at law.

55. Defendants would not be excessively harmed by the injunction because Plaintiff's rent is fully subsidized by HUD and the benefit attaches to the property, not the tenant.

56. Plaintiff is likely to prevail on the merits of her claim.

REQUESTS FOR RELIEF

57. Plaintiff requests the Court for the following relief:

57.1. A preliminary injunction ordering Defendants from refraining from filing or pursuing any eviction action against Plaintiff during the pendency of this litigation;

57.2. Grant injunctive relief requiring the Defendants:

57.2.1. Replace the carpeting;

57.2.2. Replace the flooring in the bathroom;

57.2.3. Replace the flooring in the kitchen;

57.2.4. Repair the bedroom closet door track;

57.2.5. Repair or replace the bathroom door;

- 57.2.6. Repair the toilet leak.
- 57.3. Award Plaintiff compensatory damages and punitive damages, including:
- 57.3.1. Diminution of the fair market value of the unit during her tenancy;
- 57.3.2. Three (3) months periodic rent for wrongful retaliation pursuant to Neb. Rev. Stat. §§ 76-1439.
- 57.3.3. Damages related to the violations of the Federal Fair Housing Act;
- 57.3.4. Punitive damages for violations of the Federal Fair Housing Act.
- 57.4. Award Plaintiff an award for reasonable costs, expenses, and attorney's fees; and,
- 57.5. Any other relief the Court deems just and proper.

DATED: May 31, 2019

NAKEYA WRAGGS,
Plaintiff.



By: _____

Catherine Mahern, #19939
Christopher A. Mihalo, #24705
Milton R. Abrahams Legal Clinic
2120 Cass Street
Omaha, Nebraska 68178
402-280-3068
clinic@creighton.edu
Plaintiff's Attorneys

CERTIFICATE OF SERVICE

On June 26, 2019, I served a copy of the Amended Complaint by first-class mail, postage prepaid, to:

Saint James Apartment Partners, L.L.C.
c/o Julie Stalzer, Executive Vice President
740 S. 75th Street
Omaha, NE 68114

Central States Property Management, L.L.C.
c/o Julie Stalzer, Executive Vice President
740 S. 75th Street
Omaha, NE 68114



Christopher A. Mihalo, #24705

Certificate of Service

I hereby certify that on Wednesday, June 26, 2019 I provided a true and correct copy of the Amended Complaint to the following:

Central States Property Managment service method: First Class Mail

Wraggs,Nakeya, represented by Catherine Mahern (Bar Number: 19939) service method:
Electronic Service to clinic@creighton.edu

Saint James Apartment Partners Mgmt service method: First Class Mail

Wraggs,Nakeya, represented by Christopher Mihalo (Bar Number: 24705) service method:
Electronic Service to clinic@creighton.edu

Signature: /s/ Katelyn Nicole Cherney (Bar Number: 25631)

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

NAKEYA WRAGGS,)	CI 19-4368
)	
Plaintiff,)	
)	
vs.)	NOTICE AND SUGGESTION OF
)	BANKRUPTCY
SAINT JAMES APARTMENT)	
PARTNERS MANAGEMENT, LLC &)	
CENTRAL STATES PROPERTY)	
MANAGEMENT, LLC,)	
)	
Defendants.)	

COMES NOW Saint James Apartment Partners, LLC and pursuant to Nebraska Uniform District Court Rule §6-1506 gives Notice that Saint James Apartment Partners, LLC, which is a Defendant, or purported Defendant, in the pending case is named as a debtor in a Voluntary Bankruptcy Petition filed in the Bankruptcy Court for the United States District Court for the District of Nebraska. A copy of the Bankruptcy Petition bearing the filing stamp of the Clerk of the Bankruptcy Court is attached hereto as Exhibit "A". A copy of the Notice of Bankruptcy case filing generated by the Bankruptcy Court's electronic filing system is attached hereto and incorporated herein by reference as Exhibit "B".

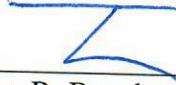
Take Notice that pursuant to Rule §6-1506 no further action should be taken in this case until it can be shown to the satisfaction of the Court that the automatic stay imposed by 11 USC §362 does not apply, or that the automatic stay has been terminated, annulled, modified or conditioned so as to allow this case to proceed and that such showing should be made by Motion. *See also Elliott v. First Sec. Bank*, 249 Neb. 597, 605-606, 544 N.W.2d 823, 830 (1996)("A bankruptcy stay is "automatic" because it is triggered upon the filing of a bankruptcy petition regardless of whether the other parties to the stayed proceeding are aware that a petition has been filed. Any act taken in violation of the automatic stay is void. This prohibition applies equally to state courts and its officers.") [internal citations omitted]

Please be on further Notice that Saint James Apartment Partners, LLC reserves the right to seek relief for any violation of the automatic stay caused by Plaintiff seeking to continue to prosecute claims against Saint James Apartment Partners, LLC. 11 U.S.C. 362k(1)("an individual injured by any willful violation of a stay provided by this section shall recover actual

damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages).

SAINT JAMES APARTMENT PARTNERS, LLC,
Defendant,

By:



Theodore R. Boecker, Jr., NE #20346
BOECKER LAW, P.C., L.L.O.
11225 Davenport Street, Suite 100
Omaha, Nebraska 68154
Tele: (402) 933-9500
Fax: (402) 933-7983
Email: boeckerlaw@msn.com
ATTORNEY FOR DEFENDANTS

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing instrument was served via electronic filing and/or sent by first class, United States mail, postage prepaid, on this the 21 day of July 2019, to the following:

Christopher A. Mihalo
Milton R Abrahams Legal Clinic
2120 Cass Street
Omaha, Nebraska 68178



Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of Nebraska
(State)

Case number (if known): _____ Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/19

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name

Saint James Apartment Partners, LLC

2. All other names debtor used in the last 8 years

N/A

Include any assumed names, trade names, and *doing business* as names

3. Debtor's federal Employer Identification Number (EIN)

3 2 - 0 5 1 4 5 8 4

4. Debtor's address

Principal place of business

3201 N 60th Street

Number Street

Omaha NE 68104
City State ZIP Code

Douglas
County

Mailing address, if different from principal place of business

740 S 75th Street

Number Street

P.O. Box

Omaha NE 68114
City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. Debtor's website (URL)

N/A

6. Type of debtor

- ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____

Debtor

Saint James Apartment Partners, LLC

Name

Case number (if known)

7. Describe debtor's business

A. Check one:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☒ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Railroad (as defined in 11 U.S.C. § 101(44))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
☐ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

5 3 1 1

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
☐ Chapter 9

☒ Chapter 11. Check all that apply:

- ☒ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625 (amount subject to adjustment on 4/01/22 and every 3 years after that).
☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
☐ A plan is being filed with this petition.
☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

☒ No☐ Yes.

District _____ When _____ Case number _____
MM / DD / YYYY
District _____ When _____ Case number _____
MM / DD / YYYY

If more than 2 cases, attach a separate list.

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

☒ No☐ Yes.

Debtor _____ Relationship _____
District _____ When _____
Case number, if known _____ MM / DD / YYYY

List all cases. If more than 1, attach a separate list.

Debtor

Saint James Apartment Partners, LLC
Name

Case number (if known)

11. Why is the case filed in this district?

Check all that apply:

☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

☐ No☒ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety. What is the hazard?☐ It needs to be physically secured or protected from the weather.☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).☒ Other This is an apartment complex with ongoing repairs that need to be addressed.Where is the property? 3102 N 60th Street
Number StreetOmaha
CityNE
State68104
ZIP Code

Is the property insured?

☐ No☒ Yes. Insurance agency Enlighten Agency

Contact name Greg VanderVorst

Phone 402-330-7979

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

☐ Funds will be available for distribution to unsecured creditors.☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

☒ 1-49☐ 50-99☐ 100-199☐ 200-999☐ 1,000-5,000☐ 5,001-10,000☐ 10,001-25,000☐ 25,001-50,000☐ 50,001-100,000☐ More than 100,000

15. Estimated assets

☐ \$0-\$50,000☐ \$50,001-\$100,000☐ \$100,001-\$500,000☐ \$500,001-\$1 million☒ \$1,000,001-\$10 million☐ \$10,000,001-\$50 million☐ \$50,000,001-\$100 million☐ \$100,000,001-\$500 million☐ \$500,000,001-\$1 billion☐ \$1,000,000,001-\$10 billion☐ \$10,000,000,001-\$50 billion☐ More than \$50 billion

Debtor

Saint James Apartment Partners, LLC

Name

Case number (if known)

16. Estimated liabilities

☐ \$0-\$50,000☐ \$50,001-\$100,000☐ \$100,001-\$500,000☐ \$500,001-\$1 million☒ \$1,000,001-\$10 million☐ \$10,000,001-\$50 million☐ \$50,000,001-\$100 million☐ \$100,000,001-\$500 million☐ \$500,000,001-\$1 billion☐ \$1,000,000,001-\$10 billion☐ \$10,000,000,001-\$50 billion☐ More than \$50 billion**Request for Relief, Declaration, and Signatures**

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

- ☐ The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
- ☐ I have been authorized to file this petition on behalf of the debtor.
- ☐ I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____
MM / DD / YYYY

☒ John C. Foley

Signature of authorized representative of debtor

John C. Foley

Printed name

Title Central States Development, Managing Member

18. Signature of attorney

☒ Robert V. Ginn

Signature of attorney for debtor

Date

MM / DD / YYYY

Robert V. Ginn

Printed name

Robert V. Ginn, Attorney

Firm name

1337 South 101 Street #209

Number Street

Omaha

City

402-398-5434

Contact phone

15061

Bar number

NE 68124

State ZIP Code

rvginn@cox.net

Email address

Nebraska

State

Information to identify the case:

Debtor	Saint James Apartment Partners LLC	EIN: 32-0514584
Name		
United States Bankruptcy Court	District of Nebraska	Date case filed for chapter: 11 6/7/19
Case number:	19-80878-TLS	

Official Form 309F (For Corporations or Partnerships)**Notice of Chapter 11 Bankruptcy Case**

12/15

For the debtor listed above, a case has been filed under chapter 11 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from the debtor by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

Confirmation of a chapter 11 plan may result in a discharge of debt. A creditor who wants to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See line 11 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

Do not file this notice with any proof of claim or other filing in the case.

1. Debtor's full name	Saint James Apartment Partners LLC	
2. All other names used in the last 8 years		
3. Address	7450 S 75th St Omaha, NE 68114	
4. Debtor's attorney Name and address	Robert Vaughan Ginn Robert V. Ginn, Attorney 1337 S 101st st Ste 209 Omaha, NE 68124	Contact phone 402-398-5434 Email rvginn@cox.net
5. Bankruptcy Clerk's Office Mailing Address	Street Address Roman L. Hruska United States Courtthouse 111 South 18th Plaza, Suite 1125 Omaha, NE 68102 View online at www.pacer.gov	Hours open 8:00 - 4:30 Contact phone (402)661-7444 Date: 6/10/19
6. Meeting of creditors The debtor's representative must attend the meeting to be questioned under oath. Creditors may attend, but are not required to do so.	July 3, 2019 at 11:30 AM The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.	Location: Roman L. Hruska Courthouse, 111 South 18th Plaza, US Trustee Meeting Room, Omaha, NE 68102

For more information, see page 2 >

7. Proof of claim deadline	<p>Deadline for filing proof of claim: 8/16/19 For a governmental unit:</p> <p>A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.nhb.uscourts.gov or any bankruptcy clerk's office. Alternatively, the claim may be filed electronically [no paper claim required] on the above website by accessing the E-Filing Claims(ePOC) link.</p> <p>Your claim will be allowed in the amount scheduled unless:</p> <ul style="list-style-type: none">• your claim is designated as <i>disputed, contingent, or unliquidated</i>;• you file a proof of claim in a different amount; or• you receive another notice. <p>If your claim is not scheduled or if your claim is designated as <i>disputed, contingent, or unliquidated</i>, you must file a proof of claim or you might not be paid on your claim and you might be unable to vote on a plan. You may file a proof of claim even if your claim is scheduled.</p> <p>You may review the schedules at the bankruptcy clerk's office or online at www.pacer.gov.</p> <p>Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits a creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.</p>
8. Exception to discharge deadline The bankruptcy clerk's office must receive a complaint and any required filing fee by the following deadline.	<p>If Section 523(c) applies to your claim and you seek to have it excepted from discharge, you must start a judicial proceeding by filing a complaint by the deadline stated below.</p> <p>Deadline for filing the complaint:</p>
9. Creditors with a foreign address	<p>If you are a creditor receiving notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.</p>
10. Filing a Chapter 11 bankruptcy case	<p>Chapter 11 allows debtors to reorganize or liquidate according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan and a disclosure statement telling you about the plan, and you may have the opportunity to vote on the plan. You will receive notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the property and may continue to operate its business.</p>
11. Discharge of debts	<p>Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See 11 U.S.C. § 1141(d). A discharge means that creditors may never try to collect the debt from the debtor except as provided in the plan. If you want to have a particular debt owed to you excepted from the discharge and § 523(c) applies to your claim, you must start a judicial proceeding by filing a complaint and paying the filing fee in the bankruptcy clerk's office by the deadline.</p>

Certificate of Service

I hereby certify that on Wednesday, July 03, 2019 I provided a true and correct copy of the Suggestion in Bankruptcy to the following:

Saint James Apartment Partners LLC service method: No Service

Central States Property Managment service method: No Service

Saint James Apartment Partners Mngt service method: No Service

Wraggs,Nakeya, represented by Christopher Mihalo (Bar Number: 24705) service method:
Electronic Service to clinic@creighton.edu

Wraggs,Nakeya, represented by Catherine Mahern (Bar Number: 19939) service method:
Electronic Service to clinic@creighton.edu

Signature: /s/ Theodore Boecker (Bar Number: 20346)

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

NAKEYA WRAGGS,)	CI 19-4368
)	
Plaintiff,)	
)	
vs.)	NOTICE AND SUGGESTION OF
)	BANKRUPTCY
SAINT JAMES APARTMENT)	
PARTNERS MANAGEMENT, LLC &)	
CENTRAL STATES PROPERTY)	
MANAGEMENT, LLC,)	
)	
Defendants.)	

COMES NOW Saint James Apartment Partners, LLC and pursuant to Nebraska Uniform District Court Rule §6-1506 gives Notice that Saint James Apartment Partners, LLC, which is a Defendant, or purported Defendant, in the pending case is named as a debtor in a Voluntary Bankruptcy Petition filed in the Bankruptcy Court for the United States District Court for the District of Nebraska. A copy of the Bankruptcy Petition bearing the filing stamp of the Clerk of the Bankruptcy Court is attached hereto as Exhibit "A". A copy of the Notice of Bankruptcy case filing generated by the Bankruptcy Court's electronic filing system is attached hereto and incorporated herein by reference as Exhibit "B".

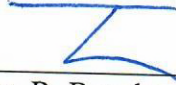
Take Notice that pursuant to Rule §6-1506 no further action should be taken in this case until it can be shown to the satisfaction of the Court that the automatic stay imposed by 11 USC §362 does not apply, or that the automatic stay has been terminated, annulled, modified or conditioned so as to allow this case to proceed and that such showing should be made by Motion. *See also Elliott v. First Sec. Bank*, 249 Neb. 597, 605-606, 544 N.W.2d 823, 830 (1996)("A bankruptcy stay is "automatic" because it is triggered upon the filing of a bankruptcy petition regardless of whether the other parties to the stayed proceeding are aware that a petition has been filed. Any act taken in violation of the automatic stay is void. This prohibition applies equally to state courts and its officers.") [internal citations omitted]

Please be on further Notice that Saint James Apartment Partners, LLC reserves the right to seek relief for any violation of the automatic stay caused by Plaintiff seeking to continue to prosecute claims against Saint James Apartment Partners, LLC. 11 U.S.C. 362k(1)("an individual injured by any willful violation of a stay provided by this section shall recover actual

damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages).

SAINT JAMES APARTMENT PARTNERS, LLC,
Defendant,

By:



Theodore R. Boecker, Jr., NE #20346
BOECKER LAW, P.C., L.L.O.
11225 Davenport Street, Suite 100
Omaha, Nebraska 68154
Tele: (402) 933-9500
Fax: (402) 933-7983
Email: boeckerlaw@msn.com
ATTORNEY FOR DEFENDANTS

Certificate of Service

The undersigned hereby certifies that a true and correct copy of the foregoing instrument was served via electronic filing and/or sent by first class, United States mail, postage prepaid, on this the 21 day of July 2019, to the following:

Christopher A. Mihalo
Milton R Abrahams Legal Clinic
2120 Cass Street
Omaha, Nebraska 68178



Fill in this information to identify the case:

United States Bankruptcy Court for the:

District of Nebraska
(State)

Case number (if known): _____ Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

04/19

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name

Saint James Apartment Partners, LLC

2. All other names debtor used in the last 8 years

N/A

Include any assumed names, trade names, and *doing business* as names

3. Debtor's federal Employer Identification Number (EIN)

3 2 - 0 5 1 4 5 8 4

4. Debtor's address

Principal place of business

3201 N 60th Street

Number Street

Omaha NE 68104
City State ZIP Code

Douglas
County

Mailing address, if different from principal place of business

740 S 75th Street

Number Street

P.O. Box

Omaha NE 68114
City State ZIP Code

Location of principal assets, if different from principal place of business

Number Street

City State ZIP Code

5. Debtor's website (URL)

N/A

6. Type of debtor

- ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____

Debtor

Saint James Apartment Partners, LLC
Name

Case number (if known)

7. Describe debtor's business

A. Check one:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☒ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Railroad (as defined in 11 U.S.C. § 101(44))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
☐ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

5 3 1 1

8. Under which chapter of the Bankruptcy Code is the debtor filing?

Check one:

- ☐ Chapter 7
☐ Chapter 9

☒ Chapter 11. Check all that apply:

- ☒ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,725,625 (amount subject to adjustment on 4/01/22 and every 3 years after that).
☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
☐ A plan is being filed with this petition.
☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

☒ No☐ Yes.

District _____ When _____ Case number _____
MM / DD / YYYY
District _____ When _____ Case number _____
MM / DD / YYYY

If more than 2 cases, attach a separate list.

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

☒ No☐ Yes.

Debtor _____ Relationship _____
District _____ When _____
Case number, if known _____ MM / DD / YYYY

List all cases. If more than 1, attach a separate list.

Debtor

Saint James Apartment Partners, LLC
Name

Case number (if known)

11. Why is the case filed in this district?

Check all that apply:

☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

☐ No☒ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety. What is the hazard? _____☐ It needs to be physically secured or protected from the weather.☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).☒ Other This is an apartment complex with ongoing repairs that need to be addressed. _____

Where is the property? 3102 N 60th Street

Number Street

Omaha

City

NE
State68104
ZIP Code

Is the property insured?

☐ No☒ Yes. Insurance agency Enlighten Agency

Contact name Greg VanderVorst

Phone 402-330-7979

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

☐ Funds will be available for distribution to unsecured creditors.☐ After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

☒ 1-49☐ 50-99☐ 100-199☐ 200-999☐ 1,000-5,000☐ 5,001-10,000☐ 10,001-25,000☐ 25,001-50,000☐ 50,001-100,000☐ More than 100,000

15. Estimated assets

☐ \$0-\$50,000☐ \$50,001-\$100,000☐ \$100,001-\$500,000☐ \$500,001-\$1 million☒ \$1,000,001-\$10 million☐ \$10,000,001-\$50 million☐ \$50,000,001-\$100 million☐ \$100,000,001-\$500 million☐ \$500,000,001-\$1 billion☐ \$1,000,000,001-\$10 billion☐ \$10,000,000,001-\$50 billion☐ More than \$50 billion

Debtor

Saint James Apartment Partners, LLC

Name

Case number (if known)

16. Estimated liabilities

☐ \$0-\$50,000☐ \$50,001-\$100,000☐ \$100,001-\$500,000☐ \$500,001-\$1 million☒ \$1,000,001-\$10 million☐ \$10,000,001-\$50 million☐ \$50,000,001-\$100 million☐ \$100,000,001-\$500 million☐ \$500,000,001-\$1 billion☐ \$1,000,000,001-\$10 billion☐ \$10,000,000,001-\$50 billion☐ More than \$50 billion**Request for Relief, Declaration, and Signatures**

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

- ☐ The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.
- ☐ I have been authorized to file this petition on behalf of the debtor.
- ☐ I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

MM / DD / YYYY

☒ John C. Foley

Signature of authorized representative of debtor

John C. Foley

Printed name

Title Central States Development, Managing Member

18. Signature of attorney

☒ Robert V. Ginn

Signature of attorney for debtor

Date

MM / DD / YYYY

Robert V. Ginn

Printed name

Robert V. Ginn, Attorney

Firm name

1337 South 101 Street #209

Number Street

Omaha

City

402-398-5434

Contact phone

15061

Bar number

NE 68124

State ZIP Code

rvginn@cox.net

Email address

Nebraska

State

Information to identify the case:

Debtor Name	Saint James Apartment Partners LLC	EIN: 32-0514584
United States Bankruptcy Court	District of Nebraska	Date case filed for chapter: 11 6/7/19
Case number:	19-80878-TLS	

Official Form 309F (For Corporations or Partnerships)

Notice of Chapter 11 Bankruptcy Case

12/15

For the debtor listed above, a case has been filed under chapter 11 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from the debtor by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

Confirmation of a chapter 11 plan may result in a discharge of debt. A creditor who wants to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See line 11 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

Do not file this notice with any proof of claim or other filing in the case.

1. Debtor's full name	Saint James Apartment Partners LLC	
2. All other names used in the last 8 years		
3. Address	7450 S 75th St Omaha, NE 68114	
4. Debtor's attorney Name and address	Robert Vaughan Ginn Robert V. Ginn, Attorney 1337 S 101st st Ste 209 Omaha, NE 68124	Contact phone 402-398-5434 Email rvginn@cox.net
5. Bankruptcy Clerk's Office Mailing Address	Street Address Roman L. Hruska United States Courtthouse 111 South 18th Plaza, Suite 1125 Omaha, NE 68102 View online at www.pacer.gov	Hours open 8:00 - 4:30 Contact phone (402)661-7444 Date: 6/10/19
6. Meeting of creditors The debtor's representative must attend the meeting to be questioned under oath. Creditors may attend, but are not required to do so.	July 3, 2019 at 11:30 AM The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.	Location: Roman L. Hruska Courthouse, 111 South 18th Plaza, US Trustee Meeting Room, Omaha, NE 68102

For more information, see page 2 >

7. Proof of claim deadline	<p>Deadline for filing proof of claim: 8/16/19 For a governmental unit:</p> <p>A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.nhb.uscourts.gov or any bankruptcy clerk's office. Alternatively, the claim may be filed electronically [no paper claim required] on the above website by accessing the E-Filing Claims(ePOC) link.</p> <p>Your claim will be allowed in the amount scheduled unless:</p> <ul style="list-style-type: none">• your claim is designated as <i>disputed, contingent, or unliquidated</i>;• you file a proof of claim in a different amount; or• you receive another notice. <p>If your claim is not scheduled or if your claim is designated as <i>disputed, contingent, or unliquidated</i>, you must file a proof of claim or you might not be paid on your claim and you might be unable to vote on a plan. You may file a proof of claim even if your claim is scheduled.</p> <p>You may review the schedules at the bankruptcy clerk's office or online at www.pacer.gov.</p> <p>Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits a creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.</p>
8. Exception to discharge deadline The bankruptcy clerk's office must receive a complaint and any required filing fee by the following deadline.	<p>If Section 523(c) applies to your claim and you seek to have it excepted from discharge, you must start a judicial proceeding by filing a complaint by the deadline stated below.</p> <p>Deadline for filing the complaint:</p>
9. Creditors with a foreign address	<p>If you are a creditor receiving notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.</p>
10. Filing a Chapter 11 bankruptcy case	<p>Chapter 11 allows debtors to reorganize or liquidate according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan and a disclosure statement telling you about the plan, and you may have the opportunity to vote on the plan. You will receive notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the property and may continue to operate its business.</p>
11. Discharge of debts	<p>Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See 11 U.S.C. § 1141(d). A discharge means that creditors may never try to collect the debt from the debtor except as provided in the plan. If you want to have a particular debt owed to you excepted from the discharge and § 523(c) applies to your claim, you must start a judicial proceeding by filing a complaint and paying the filing fee in the bankruptcy clerk's office by the deadline.</p>

Certificate of Service

I hereby certify that on Wednesday, July 03, 2019 I provided a true and correct copy of the Suggestion in Bankruptcy to the following:

Wraggs,Nakeya, represented by Christopher Mihalo (Bar Number: 24705) service method:
Electronic Service to clinic@creighton.edu

Saint James Apartment Partners LLC service method: No Service

Central States Property Managment service method: No Service

Wraggs,Nakeya, represented by Catherine Mahern (Bar Number: 19939) service method:
Electronic Service to clinic@creighton.edu

Saint James Apartment Partners Mngt service method: No Service

Signature: /s/ Theodore Boecker (Bar Number: 20346)