

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

CHARTIS PROPERTY CASUALTY)	CASE NO.: CI-19-_____
COMPANY, as Subrogee of AAA)	
BUILDING COMPONENTS, INC. and)	
KEVIN FERRIN,)	
)	
Plaintiff,)	COMPLAINT
)	
vs.)	
)	
RICHLAND HOMES, LLC,)	
)	
Defendant.)	

COMES NOW the Plaintiff, Chartis Property Casualty Company, as Subrogee of AAA Building Components, Inc. and Kevin Ferrin, by and through its attorneys of record, Goosmann Law Firm, PLC, and for its cause of action against the Defendant, Richland Homes, LLC, states and alleges as follows:

1. That the Plaintiff, Chartis Property Casualty Company (“Chartis”), is a foreign corporation doing business in the State of Nebraska, and at the time of the incident had issued a workers’ compensation insurance policy to AAA Building Components, Inc. (“Insured” or “AAA”) that was in effect at all times material herein.

2. Plaintiff’s Insured, AAA, is a Nebraska Corporation with a principal place of business located at 7301 Main Street in Ralston, Nebraska.

3. At all times material herein, Kevin Ferrin (“Ferrin”) was an employee of Plaintiff’s Insured, AAA, working to install wire shelving, and resides in Omaha, Douglas County, Nebraska.

4. Defendant, Richland Homes, LLC (“Richland”), is a Nebraska limited liability company with its principal place of business located at 11205 South 150th Street in Omaha, Douglas County, Nebraska.

5. Defendant Richland was the owner and/or the company contracted to construct a property located at 10826 South 109th Street in Papillion, Sarpy County, Nebraska (“the Property”).

6. At all times material herein, Plaintiff’s Insured was hired to install wire shelving at the Property.

7. That on or about December 15, 2016, at approximately 7:30 a.m., Ferrin arrived at the Property, during the scope and course of his employment with Plaintiff’s Insured, AAA, to begin his work installing wire shelving at the Property.

8. That before December 15, 2016, at approximately 7:30 a.m., a plank or board had been set up from the house going into the garage of the Property in place of a staircase. There was less than a half-inch of the plank resting on the ledge of the home and the plank was secured with one nail.

9. When Ferrin and another AAA employee arrived at the property on or about December 15, 2016, the plank was already set up in place of a staircase entering into the Property.

10. That on or about December 15, 2016, Ferrin was working in the Property to install wire shelving. Ferrin walked along the installed plank, the plank gave way underneath him, causing Ferrin to fall and break his left leg.

11. That the sole and proximate cause of the accident and the resulting damage was negligence of Defendant Richland in the following particulars:

- a. Failing to properly secure the board or plank to the ground;
- b. Installing the board or plank in place of stairs for use by individuals working in the Property;
- c. Failure to warn persons legally on the premises of the dangerous condition when Defendant Richland knew or should have known in the exercise of ordinary care that said warning was necessary to prevent injury to persons;
- d. Failing to properly maintain the Property to be free of hazard; and
- e. Failing to make reasonable inspection of its premises when it knew or in the exercise of ordinary care should have known that said inspection was necessary to prevent injury to persons lawfully on the premises.

12. That as a direct and proximate result of the Defendant's negligence, Plaintiff, Chartis Property Casualty Company, suffered damages in an amount not less than \$91,567.85.

13. That as a direct and proximate result of the Defendant's negligence, Plaintiff, Kevin Ferrin, suffered damages as follows:

- a. Out of pocket expenses in an amount not less than \$500.00;
- b. Lost wages in an amount not less than \$680.00;
- c. Past, present, and future pain and suffering in an amount to be proven at trial.

14. That demand has been made by Plaintiff upon the Defendant for reimbursement and payment of said damages, but Defendant has failed and refused to pay the same.

WHEREFORE Plaintiff prays for judgment against the Defendant in an amount to be determined at trial, plus taxable costs incurred herein and any other relief that the Court may deem appropriate.

DATED this 11th day of March, 2019.

CHARTIS PROPERTY CASUALTY COMPANY, as
Subrogee of AAA BUILDING COMPONENTS, INC.
and KEVIN FERRIN, Plaintiff,

BY: /s/ Tara E. Holterhaus
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IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

CHARTIS PROPERTY CASUALTY)	CASE NO.: CI-18-_____
COMPANY, as Subrogee of AAA)	
BUILDING COMPONENTS, INC. and)	
KEVIN FERRIN,)	
)	
Plaintiff,)	PRAECIPE
)	
vs.)	
)	
RICHLAND HOMES, LLC,)	
)	
Defendant.)	

TO THE CLERK OF SAID COURT:

Please issue summons in the above-entitled matter and deliver the same, together with a copy of the Complaint filed herein, via Certified Mail, Return Receipt Requested, to the Defendant at the following address:

Richland Homes, LLC
c/o John Q. Bachman—Its Registered Agent
10520 Regency Circle
Suite 300
Omaha, NE 68114

DATED this 11th day of March, 2019.

CHARTIS PROPERTY CASUALTY COMPANY, as
Subrogee of AAA BUILDING COMPONENTS, INC.
and KEVIN FERRIN, Plaintiff,

BY: /s/ Tara E. Holterhaus
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MODE OF SERVICE: Certified Mail—Return Receipt Requested