Filed in Douglas District Court
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IN THE DISTRICT COURT FOR DOUGLAS COUNTY, NEBRASKA

NEALE FARMS, INC., a Nebraska Corporation Plaintiff, vs. TRIBEDO, LLC, a Nebraska Limited Liability Company, GEORGE TAYLOR D/B/A TAYLOR GRADING, and JV5 SOLUTIONS, an Iowa Limited Liability Company Defendants.	))))))))))))	CASE NO. CI 14-9471 MOTION TO VACATE DUPLICATE DEFAULT JUDGMENT

Defendant, George Taylor d/b/a Taylor Grading by and through his attorneys, Lamson, Dugan & Murray, LLP, moves the court to vacate one of the two orders for default judgment in the above-entitled matter pursuant to Neb. Rev. Stat. § 25-2001 and the inherent equitable power of the Court. In support thereof the Defendant shows the court that:

1. On February 12, 2015 an order was entered in favor of Tribedo, LLC granting default judgment against the Defendant in the amount of $176,420.28 related to a construction contract.

2. On February 13, 2015 an order was entered in favor of Neale Farms, Inc. granting default judgment against the Defendant in the amount of $176,420.28 on the same contract land services as the Tribedo, LLC default judgment.

3. The Defendant has paid Tribedo, LLC to date $50,000.00 to satisfy the judgment set against him. Attached hereto as Exhibit "A" is the Affidavit of George Taylor regarding payment made to Tribedo, LLC.

4. The Defendant has paid JV5 Solutions to date $55,000 which was to be paid to Neale Farms, Inc. Attached hereto as Exhibit "B" is an Affidavit of George Taylor regarding payment made to JV5 Solutions.

5. Defendant has a meritorious defense against the Complaints filed by both Tribedo, LLC and Neale Farms, Inc. Copies of proposed unfiled Answers to both Complaints are attached hereto as Exhibits "C" and "D" and incorporated by reference.

NOW THEREFORE, the Defendant prays for an Order vacating one of the duplicate default judgments set against him and credit for the $50,000.00 paid to date to Tribedo, LLC and $55,000 paid to JV5 Solutions.

Dated this 20th day of November, 2015.

GEORGE TAYLOR, d/b/a TAYLOR GRADING,
Defendant:

By: Catherine French

John M. Walker #23250
Catherine E. French #25236
LAMSON, DUGAN &MURRAY, LLP
10306 Regency Parkway Drive
Omaha, NE 68114
402-397-7300 – Telephone
402-397-7824 – Facsimile
jwalker@ldmlaw.com
cfrench@ldmlaw.com
ATTORNEYS FOR GEORGE TAYLOR

CERTIFICATE OF SERVICE

THE UNDERSIGNED hereby certifies that a true and correct copy of the above and foregoing document was sent by regular U.S. mail, postage prepaid on November 20th, 2015, to the following counsel of record:

David Drew
Attorney for Neale Farms, Inc.
1555 Washington
P. O. Box 462
Blair, NE 68008

Mark J. Ratar
Attorneys for JV5 Solutions, LLC
221 South Main
Council Bluffs, IA 51503

Damien Wright
Attorney for Tribedo, LLC
1299 Farnam Street #1220
Omaha, NE 68102

Catherine French

#616756

IN THE DISTRICT COURT FOR DOUGLAS COUNTY, NEBRASKA

NEALE FARMS, INC., a Nebraska Corporation Plaintiff, vs. TRIBEDO, LLC, a Nebraska Limited Liability Company, GEORGE TAYLOR D/B/A TAYLOR GRADING, and JV5 SOLUTIONS, an Iowa Limited Liability Company Defendants.	)))))))))))	CASE NO. CI 14-9471 **AFFIDAVIT OF GEORGE TAYLOR**

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

GEORGE TAYLOR, being of lawful age and first duly sworn upon oath, makes this Affidavit upon my personal knowledge of the above-captioned matter.

1. During the relevant time the matters in this case occurred I was doing business as Taylor Grading.

2. A Settlement Agreement ("Agreement") dated May 8, 2015 was reached between Tribedo, LLC ("Tribedo") and Taylor Grading to satisfy the default judgment set out in this matter. A copy of such Agreement is attached hereto as Exhibit 'A'.

3. Fifty Thousand and 00/100 Dollars has been paid to Tribedo to date under the terms of the Agreement. A copy of said payments is attached hereto as Exhibit 'B'.

Further Affiant sayeth not.

GEORGE TAYLOR

SUBSCRIBED AND SWORN to before me, a Notary Public, this 17 day of November, 2015.

NOTARY PUBLIC

GENERAL NOTARY - State of Nebraska
TERRY L. ANDERSON
My Comm. Exp. March 7, 2016

#618208

EXHIBIT
A

SETTLEMENT AGREEMENT

This Settlement and Release Agreement ("Agreement") is made and entered into as of this ____ day of , 2015, by and between Tribedo, LLC, a Nebraska limited liability company, and its affiliates and assigns, collectively "Tribedo"), and George Taylor d/b/a Taylor Grading and any affiliates, successors, or assigns (collectively "Taylor").

WHEREAS, Tribedo and Taylor are involved in a dispute regarding real property owned by Tribedo ("Property") which Tribedo engaged Taylor to perform grading and other work on ("Dispute") pursuant to a prime contract ("Contract") between the parties;

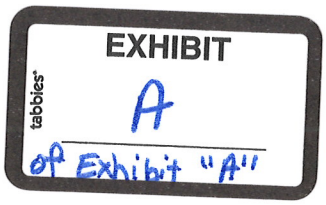
WHEREAS, the parties are presently involved in litigation in Douglas County, Nebraska, CI-14-9471 ("Case");

WHEREAS, Tribedo was granted a default judgment against Taylor ("Judgment") in the Case;

WHEREAS, the parties wish to resolve and settle all of their past, present, and any future claims, disputes and controversies relating to the Judgment and the Case;

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation:** The Preamble and Recitals are incorporated by reference herein.
2. **Affiliates:** The term "affiliates" shall includes any entities Tribedo controls , directly or indirectly, or which Tribedo's directors or officers or their relatives control, directly or indirectly.
3. **No Admission of Liability.** The parties make no admission or liability, express or implied, by entering into this Agreement.
4. **Consideration.** Taylor shall pay Tribedo a total sum of $115,000.00 as full payment for the Judgment and in exchange for Tribedo releasing Taylor of all claims related to the Judgment, in addition to further consideration detailed in this section.
    a) Payment schedule: Payments shall be made on a monthly basis per the following schedule.
        1) $10,000 on May 11, 2015
        2) $10,000 on May 31, 2015
        3) $10,000 on June 30, 2015
        4) $10,000 on July 31, 2015
        5) $10,000 on August 31, 2015
        6) $10,000 on September 30, 2015
        7) $10,000 on October 31, 2015
        8) $45,000 on November 30, 2015
    b) Wiring: Payments must be wired to the account below. Payment by any other method is not permitted and attempt to pay any other funds or failure to wire payments per this section shall constitute default. Payments must be wired from a trust account of Lamson, Dugan & Murray, LLP, unless otherwise agreed to in writing by the parties. Payments must be received by 4PM, CST. The wiring instructions are as follows:



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

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

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

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

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

If to Taylor:

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

If to Tribedo:

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

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

5-8-15
Date

by: _____
Tribedo, LLC

5-4-15
Date

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

ADDENDUM TO SETTLEMENT AGREEMENT

This Addendum to Settlement Agreement (the "Addendum") is made and entered into this 30th day of June 2015, by and between TRIBEDO, LLC, a Nebraska limited liability company, and its affiliates and assigns, (collectively "Tribedo"), and GEORGE TAYLOR, d/b/a Taylor Grading and any affiliates, successors, or assigns, (collectively "Taylor"), with respect to the Settlement Agreement dated the May 8, 2015. Terms defined in the Settlement Agreement shall have the same meaning as when used in this Addendum.

WITNESSETH:

1. Paragraph 4a "Payment Schedule" shall be amended as follows:

   Payments under #3 and #4 in the amount of $10,000 each shall be made together in one lump sum in the amount of $20,000 to be paid on July 13, 2015.

All other payments shall be made as previously stated in Section 4(a) of the original Settlement Agreement.

DATED: June 30, 2015.

George Taylor, d/b/a Taylor Grading

TRIBEDO, LLC,

By

First National Bank
Omaha

1620 Dodge Street
Omaha NE 68197-3296

WIRE OPERATIONS
STATEMENT OF WIRE ACTIVITY

(402)602-7580

LAMSON DUGAN & MURRAY
IOLTA ACCOUNT
10306 REGENCY PARKWAY DR
OMAHA NE 68114-3743

ACCOUNT NO. ********2214

DATE 05/29/2015

PAGE 1

TRANSACTION DESCRIPTION	DEBIT	CREDIT
FWO TRN: 20150529 -2439 0529J4Q5040C000674	$10,000.00	
TO: SECURITY NATIONAL BANK OF OMAHA OMAHA, NE ABA/104000841		
BNFACCT: 10050604 BNF: DANA A NEBRASKA PARTNERSHIP		

SUMMARY	NUMBER	AMOUNT
DEBITS	1	$10,000.00
CREDITS	0	$0.00
TOTAL	1	$-10,000.00

EXHIBIT
B
of Exhibit "A"

ABBREVIATION CODES:

TRN - TRANSACTION REFERENCE NUMBER
IBT - INTERNAL BANK TRANSFER
FWO - FED WIRE OUT
SWO - SWIFT WIRE OUT
FWI - FED WIRE IN
SWI - SWIFT WIRE IN

First National Bank
Omaha

1620 Dodge Street
Omaha NE 68197-3296

WIRE OPERATIONS
STATEMENT OF WIRE ACTIVITY

(402)602-7580

LAMSON DUGAN & MURRAY
IOLTA ACCOUNT
10306 REGENCY PARKWAY DR
OMAHA NE 68114-3743

ACCOUNT NO. ********2214

DATE 07/14/2015

PAGE 1

TRANSACTION DESCRIPTION	DEBIT	CREDIT
FWO TRN: 20150714 -267 0714J4Q5040C000028 TO: SECURITY NATIONAL BANK OF OMAHA OMAHA, NE ABA/104000841 BNFACCT: 10050604 BNF: DANA, A NEBRASKA PARTNERSHIP	$20,000.00	

SUMMARY	NUMBER	AMOUNT
DEBITS	1	$20,000.00
CREDITS	0	$0.00
TOTAL	1	$-20,000.00

ABBREVIATION CODES: **TRN** - TRANSACTION REFERENCE NUMBER **FWO** - FED WIRE OUT **FWI** - FED WIRE IN
IBT - INTERNAL BANK TRANSFER **SWO** - SWIFT WIRE OUT **SWI** - SWIFT WIRE IN

First National Bank
Omaha

1620 Dodge Street
Omaha NE 68197-3296

WIRE OPERATIONS
STATEMENT OF WIRE ACTIVITY

(402)602-7580

LAMSON DUGAN & MURRAY
IOLTA ACCOUNT
10306 REGENCY PARKWAY DR
OMAHA NE 68114-3743

ACCOUNT NO. ********2214

DATE 08/31/2015

TRANSACTION DESCRIPTION	DEBIT	CREDIT
FWO TRN: 20150831 -2231 0831J4Q5040C000489	$10,000.00	
TO: SECURITY NATIONAL BANK OF OMAHA OMAHA, NE ABA/104000841		
BNFACCT: 10050604 BNF: DANA, A NEBRASKA PARTNERSHIP		

SUMMARY	NUMBER	AMOUNT
DEBITS	1	$10,000.00
CREDITS	0	$0.00
TOTAL	1	$-10,000.00

ABBREVIATION CODES: **TRN** - TRANSACTION REFERENCE NUMBER **FWO** - FED WIRE OUT **FWI** - FED WIRE IN
IBT - INTERNAL BANK TRANSFER **SWO** - SWIFT WIRE OUT **SWI** - SWIFT WIRE IN

First National Bank
Omaha

1620 Dodge Street
Omaha NE 68197-3296

WIRE OPERATIONS
STATEMENT OF WIRE ACTIVITY

(402)602-7580

LAMSON DUGAN & MURRAY
IOLTA ACCOUNT
10306 REGENCY PARKWAY DR
OMAHA NE 68114-3743

ACCOUNT NO. ********2214

DATE 05/11/2015

PAGE 1

TRANSACTION DESCRIPTION	DEBIT	CREDIT
FWO TRN: 20150511 -1812 0511J4Q5040C000309	$10,000.00	
TO: SECURITY NATIONAL BANK OF OMAHA OMAHA, NE ABA/104000841		
BNFACCT: 10050604 BNF: DANA A NEBRASKA PARTNERSHIP		

SUMMARY	NUMBER	AMOUNT
DEBITS	1	$10,000.00
CREDITS	0	$0.00
TOTAL	1	$-10,000.00

ABBREVIATION CODES:

TRN - TRANSACTION REFERENCE NUMBER
IBT - INTERNAL BANK TRANSFER
FWO - FED WIRE OUT
SWO - SWIFT WIRE OUT
FWI - FED WIRE IN
SWI - SWIFT WIRE IN

IN THE DISTRICT COURT FOR DOUGLAS COUNTY, NEBRASKA

NEALE FARMS, INC., a Nebraska Corporation Plaintiff, vs. TRIBEDO, LLC, a Nebraska Limited Liability Company, GEORGE TAYLOR D/B/A TAYLOR GRADING, and JV5 SOLUTIONS, an Iowa Limited Liability Company Defendants.	)))))))))))	CASE NO. CI 14-9471 **AFFIDAVIT OF GEORGE TAYLOR**

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

GEORGE TAYLOR, being of lawful age and first duly sworn upon oath, makes this Affidavit upon my personal knowledge of the above-captioned matter.

1. During the relevant time the matters in this case occurred I was doing business as Taylor Grading.

2. On July 18, 2015, a check in the amount of Fifty Five Thousand and 00/100 Dollars ($55,000.00) was issued to JV5 Solutions ("JV5") with the understanding the monies would be paid to Neale Farms, Inc. ("Neale Farms") for the work that had already been completed by Neale Farms. At a later date JV5 informed me that no money had been or would be paid to Neale Farms by JV5.

3. A copy of said payment is attached hereto as Exhibit 'A'.

Further Affiant sayeth not.

GEORGE TAYLOR

SUBSCRIBED AND SWORN to before me, a Notary Public, this 17 day of November, 2015.

GENERAL NOTARY - State of Nebraska
TERRY L. ANDERSON
My Comm. Exp. March 7, 2016

NOTARY PUBLIC

#618203

EXHIBIT
B

Account: ****1109 **Date:** 7/21/2014 **Amount:** $55,000.00 **Check:** 2045

TAYLOR GRADING COMPANY, INC
6950 N 94TH PLAZA
OMAHA, NE 68122
(402) 573-8118

76-113-1040

2045

7-18-14

Pay to the order of JVS Solutions $55,000.00

Fifty five thousand +00/100

BANK OF NEBRASKA
LaVista, NE 68128-2178
"Your Financial Partner Since 1974"

SHRNERS SCHLAGELS
EDS 85 - TRIPPDO

⑆104001638⑆ ⑈01⑈109⑈ 2045

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EXHIBIT

tabbies

A

of Exhibit 'B'

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

NEALE FARMS, INC., a Nebraska Corporation,	)	CASE NO.: CI 14-9471
Plaintiff,	)	
vs.	)	ANSWER TO CROSS-CLAIM
TRIBEDO, LLC, a Nebraska Limited Liability Company; GEORGE TAYLOR D/B/A TAYLOR GRADING, and JV5 SOLUTIONS, LLC, an Iowa Limited Company,	)	
Defendants.	)	

COMES NOW the Defendant, George Taylor d/b/a Taylor Grading ("Taylor"), and for its Answer to Cross-Claim filed by Tribedo, LLC, Defendant, and alleges:

FIRST CROSS-CLAIM FOR RELIEF
BREACH OF CONTRACT VS. TAYLOR GRADING

1. Defendant Taylor denies paragraph 64 of the Tribedo, LLC's Cross-Claim.

2. Defendant Taylor denies paragraph 65 of the Tribedo, LLC's Cross-Claim.

3. Defendant Taylor denies paragraph 66 of the Tribedo, LLC's Cross-Claim.

AFFIRMATIVE DEFENSES

4. Defendant Taylor incorporates, by reference herein, the above paragraphs.

5. In further answering the Tribedo, LLC's Cross-Claim, Defendant Taylor affirmatively alleges that Tribedo, LLC fails to state a cause of action upon which relief can be granted.

6. In further answering the Tribedo, LLC's Cross-Claim, Defendant Taylor affirmatively alleges that Tribedo has failed to mitigate its alleged damages.

7. In further answering the Tribedo, LLC's Cross-Claim, Defendant Taylor affirmatively alleges that Tribedo, LLC's cause of action or portions thereof may be barred by res judicata and for collateral estoppel.

8. In further answering the Tribedo, LLC's Cross-Claim, Defendant Taylor affirmatively alleges that Tribedo, LLC's cause of action or portions thereof may be barred by unjust enrichment.

9. Defendant Taylor reserves the right to assert any additional affirmative defenses or affirmative allegations that it may discover through the course of discovery.

WHEREFORE, Defendant Taylor prays for an Order dismissing the Cross-Claim filed by Tribedo, LLC, Defendant at the Defendant's costs, and for such other relief as the Court deems just and equitable.

Dated this _____ day of November, 2015.

GEORGE TAYLOR D/B/A TAYLOR GRADING,
Defendant,

By: _____

John M. Walker #23250
Catherine E. French #25236
LAMSON, DUGAN & MURRAY, LLP
10306 Regency Parkway Drive
Omaha, NE 68114
Ph:(402) 397-7300
Fax:(402) 397-7824
jwalker@ldmlaw.com
cfrench@ldmlaw.com

CERTIFICATE OF SERVICE

THE UNDERSIGNED hereby certifies that a true and correct copy of the above and foregoing Answer to Cross-Claim was sent by regular U.S. mail, postage prepaid on November _____, 2015, to the following counsel of record:

David Drew
Attorney for Neale Farms, Inc.
1555 Washington
P. O. Box 462
Blair, NE 68008

Damien Wright
Attorney for Tribedo, LLC
1299 Farnam Street #1220
Omaha, NE 68102

Mark J. Ratar
Attorney for JV5 Solutions, LLC
221 South Main
Council Bluffs, IA 51503

_____

#616917.2

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

NEALE FARMS, INC., a Nebraska Corporation,	)	CASE NO.: CI 14-9471
Plaintiff,	)	
vs.	)	ANSWER
TRIBEDO, LLC, a Nebraska Limited Liability Company; GEORGE TAYLOR D/B/A TAYLOR GRADING, and JV5 SOLUTIONS, LLC, an Iowa Limited Company,	)	
Defendants.	)	

COMES NOW the Defendant, George Taylor d/b/a Taylor Grading ("Taylor"), and for its Answer to Plaintiff's Complaint admits, denies and alleges as follows:

FACTS COMMON TO ALL CLAIMS FOR RELIEF

1. Defendant Taylor admits paragraph 1 of the Plaintiff's Complaint.

2. Defendant Taylor admits paragraph 2 of the Plaintiff's Complaint.

3. Defendant Taylor admits paragraph 3 of the Plaintiff's Complaint.

4. Defendant Taylor admits paragraph 4 of the Plaintiff's Complaint.

5. Defendant Taylor admits paragraph 5 of the Plaintiff's Complaint.

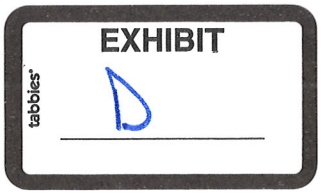
6. Defendant Taylor admits paragraph 6 of the Plaintiff's Complaint.

7. Defendant Taylor admits paragraph 7 of the Plaintiff's Complaint.

8. Defendant Taylor admits paragraph 8 of the Plaintiff's Complaint.

9. Defendant Taylor has insufficient knowledge to admit or deny paragraph 9 of the Plaintiff's Complaint and therefore denies the same.

10. Defendant Taylor has insufficient knowledge to admit or deny paragraph 10 of the Plaintiff's Complaint and therefore denies the same.



11. Defendant Taylor has insufficient knowledge to admit or deny paragraph 11 of the Plaintiff's Complaint and therefore denies the same.

12. Defendant Taylor admits paragraph 12 of the Plaintiff's Complaint.

13. Defendant Taylor admits paragraph 13 of the Plaintiff's Complaint.

14. Defendant Taylor admits paragraph 14 of the Plaintiff's Complaint.

15. Defendant Taylor admits paragraph 15 of the Plaintiff's Complaint.

16. Defendant Taylor admits paragraph 16 as to Taylor, but has insufficient knowledge as to JV5 Solutions.

17. Defendant Taylor admits paragraph 17 of the Plaintiff's Complaint, but denies "not made payment on this invoice."

18. Defendant Taylor has insufficient knowledge to admit or deny paragraph 18 of Plaintiff's Complaint and therefore denies the same.

19. Defendant Taylor admits paragraph 19 of the Plaintiff's Complaint.

FIRST CLAIM FOR RELIEF
BREACH OF CONTRACT VS. JV5 SOLUTIONS

No response is necessary. To the extent a response is necessary; denied.

SECOND CLAIM FOR RELIEF
BREACH OF CONTRACT VS. TAYLOR

20. Defendant Taylor incorporates all above paragraphs by reference herein.

21. Defendant Taylor denies paragraph 25 of the Plaintiff's Complaint.

22. Defendant Taylor admits paragraph 26 of the Plaintiff's Complaint.

23. Defendant Taylor denies paragraph 27 of the Plaintiff's Complaint as Plaintiff's claim is at a higher hourly rate and not the same rate that was agreed to with JV5 Solutions.

WHEREFORE, Defendant Taylor prays for relief as set forth more fully below.

THIRD CLAIM FOR RELIEF
FORECLOSURE OF CONSTRUCTION LIEN

No response is necessary. To the extent a response is necessary; denied.

FOURTH CLAIM FOR RELIEF
QUANTUM MERUIT

No response is necessary. To the extent a response is necessary; denied.

AFFIRMATIVE DEFENSES

24. Defendant Taylor incorporates, by reference herein, the above paragraphs.

25. In further answering the Plaintiff's Complaint, Defendant Taylor affirmatively alleges that Plaintiff fails to state a cause of action upon which relief can be granted.

26. In further answering the Plaintiff's Complaint, Defendant Taylor affirmatively alleges that Plaintiff has failed to mitigate its alleged damages.

27. In further answering the Plaintiff's Complaint, Defendant Taylor affirmatively alleges that Plaintiff's cause of action or portions thereof may be barred by res judicata and for collateral estoppel.

28. In further answering the Plaintiff's Complaint, Defendant Taylor affirmatively alleges that Plaintiff and Defendant Taylor had no valid contract.

29. In further answering the Plaintiff's Complaint, Defendant Taylor affirmatively alleges that Plaintiff's cause of action or portions thereof may be barred by unjust enrichment.

30. Defendant Taylor reserves the right to assert any additional affirmative defenses or affirmative allegations that it may discover through the course of discovery.

WHEREFORE, having fully answered Plaintiff's Complaint, Defendant Taylor prays that this Court dismiss the Complaint with prejudice and that Plaintiff take nothing thereby; that all

costs of this proceeding be taxed to the Plaintiff; and for such other further relief as may be just and equitable under the circumstances.

FIRST CROSS-CLAIM FOR RELIEF
BREACH OF CONTRACT VS. JV5 SOLUTIONS

31. Defendant Taylor incorporates all above paragraphs by reference herein.

32. Per the terms of the Prime Contract JV5 Solutions was bound by the provisions of the Prime Contract.

33. Per the terms of the subcontract agreement between Taylor Grading and JV5 Solutions, JV5 Solutions was bound by the provisions of the Prime Contract.

34. JV5 Solutions breached its subcontract agreement with Taylor Grading by failing to provide Neale Farms with $55,000.00 paid by Taylor Grading to JV5 Solutions for work done by Neale Farms.

WHEREFORE, Defendant Taylor prays that this Court dismiss the Complaint with prejudice and that Plaintiff take nothing thereby; and all costs of this proceeding be taxed to the Plaintiff; and for such other further relief as may be just and equitable under the circumstances.

DATED: November _____, 2015

GEORGE TAYLOR D/B/A TAYLOR GRADING,
Defendant,

By: _____

John M. Walker #23250
Catherine E. French #25236
LAMSON, DUGAN & MURRAY, LLP
10306 Regency Parkway Drive
Omaha, NE 68114
Ph: (402) 397-7300
Fax: (402) 397-7824
jwalker@ldmlaw.com
cfrench@ldmlaw.com

CERTIFICATE OF SERVICE

THE UNDERSIGNED hereby certifies that a true and correct copy of the above and foregoing Answer was sent by regular U.S. mail, postage prepaid on November _____, 2015, to the following counsel of record:

David Drew
Attorney for Neale Farms, Inc.
1555 Washington
P. O. Box 462
Blair, NE 68008

Damien Wright
Attorney for Tribedo, LLC
1299 Farman Street #1220
Omaha, NE 68102

Mark J. Ratar
Attorney for JV5 Solutions, LLC
221 South Main
Council Bluffs, IA 51503

_____

#616868.2

Certificate of Service

I hereby certify that on Monday, November 23, 2015 I provided a true and correct copy of the Motion-Vacate to the following:

Tribedo LLC represented by Wright,Damien James (Bar Number: 23256) service method: Electronic Service to damien@welchlawfirm.com

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

JV5 Solutions LLC represented by Mark J Rater (Bar Number: 19115) service method: Electronic Service to mark@raterlaw.com

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

Tribedo LLC represented by Neeraj Agarwal (Bar Number: 24648) service method: Electronic Service to nagarwal@whitelotusgroup.com

Neale Farms Inc represented by David V. Drew (Bar Number: 23153) service method: Electronic Service to drewlawfirm@drewlawfirm.net

Neale Farms Inc represented by Kelly M. Henry Turner (Bar Number: 23050) service method: Electronic Service to drewlawfirm@drewlawfirm.net

Signature: /s/ Catherine French (Bar Number: 25236)