



OF DOUGLAS COUNTY, NEBRASKA

O'DANIEL FLIGHT SERVICE, LLC, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 KEITH B. EDQUIST, )  
 )  
 And )  
 )  
 HARLEY SANWICK, SR., )  
 )  
 Defendant. )

CASE NO.: *CI15-646*

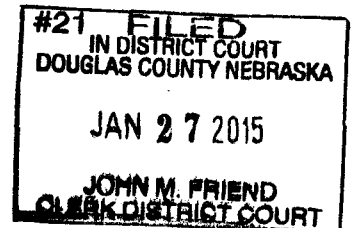
COMPLAINT

ASSIGNED TO *Dougherty*

Plaintiff, O'Daniel Flight Service, LLC, by and through its attorney, states its causes of action against the Defendant as follows:

GENERAL ALLEGATIONS

1. Plaintiff, a Nebraska limited liability company with its principal offices and registered agent in Douglas County, Nebraska, conducts aircraft maintenance.
2. Trey O'Daniel, an FAA licensed airframe and powerplant (A&P) mechanic, Plaintiff's sole member and manager, conducted Plaintiff's business at the North Omaha Airport (3NO) in Douglas County, Nebraska from late summer 2012 until wrongfully, forcibly, and unlawfully evicted by Defendants on December 1, 2014.



3. Defendant, Keith B. Edquist, a resident of Douglas County, Nebraska, owns the North Omaha Airport, identified as 3NO, and located at or near 12001 North 72<sup>nd</sup> Street, in Douglas County, Nebraska, which is licensed by the State of Nebraska as a public use airport.

4. Defendant, Harley Sanwick, Sr., resides in commercial real property, purchased from Defendant Edquist on January 16, 2012, legally described as Lot 5, Block 0, Northern Hills Business Park, Douglas County, Nebraska, having a street address of 12005 North 72<sup>nd</sup> Street, Douglas County, Nebraska, located adjacent to the property described in paragraph 5.

5. Defendant, Keith B. Edquist, is the record owner of certain real estate legally described as Lot 4, Block 0, Northern Hills Business Park, Douglas County, Nebraska which has a street address of 12001 North 72<sup>nd</sup> Street, Douglas County, Nebraska 68122.

a. The structures on this parcel of real estate include a building consisting of an apartment and an attached aircraft hangar, and a free-standing aircraft hangar.

6. Trey O'Daniel was employed as a mechanic by the former tenant of the hangars described in paragraph 5, Nebraska Flight Group LLC, until it ceased operations in June, 2012. At that time, Plaintiff entered an interim oral agreement with Defendant Edquist to rent the free-standing hangar described in paragraph 5 for the sum \$150 per month, plus utilities, to conduct aircraft maintenance, and store aircraft. Defendants also allowed Plaintiff to use the office located in the property described in paragraph 4.

7. In the fall of 2012, after precluding Plaintiff's further use the office located on Sanwick's property, Defendant Edquist and Plaintiff verbally agreed to a lease of the free-standing hangar described in paragraph 5 for a two year term beginning January 1, 2013 and ending December 31, 2014, for the annual rental amount of \$2,400 per year, payable in monthly installments of \$200 per month, plus the utilities.

- a. As an inducement to lease, Defendant agreed that Plaintiff could remain a tenant as long as it desired, and would be allowed to renew upon substantially the same terms and conditions as then in effect.
- b. In the late summer 2014, Defendant and Plaintiff agreed to continue the lease upon the same terms and conditions until December 31, 2015.
- c. As a further inducement to lease, Defendant agreed to allow Plaintiff, at his expense, to construct an office facility inside the free-standing hangar.
- d. In reliance upon the lease and promises of Defendant, Plaintiff, at considerable expense, constructed an office facility inside the free-standing hangar.

8. At all pertinent times, Plaintiff was entitled to the quiet enjoyment of the leashold. Plaintiff was current in all lease-obligations, and even paid \$400.00 demanded by Defendant Edquist for utilities on November 20, 2014, under protest, after Defendant Edquist failed to produce utility bills and account for the alleged utility expenses.

9. On November 30, 2014, Plaintiff's customer delivered a 1964, Piper PA-30, Twin Comanche Aircraft, Serial Number 30-546, Registration Number N7485Y (Airplane) to Plaintiff

at North Omaha Airport (3NO), and entrusted its care, custody, and control solely to Plaintiff to perform maintenance.

a. Upon receiving the Airplane, Trey O'Daniel, on behalf of Plaintiff, secured it in the leased hangar.

10. Neither Plaintiff nor the Airplane's owner ever entered an agreement with either Defendant, express or implied, to perform work or labor, exert care or diligence, or advance money or material upon or relating to the Airplane, nor otherwise entrusted the care, custody and control of the Airplane to either Defendant.

11. Without cause or any other notice, on November 30, 2014, Defendant Sanwick, allegedly at the request of Defendant Edquist, verbally demanded that by December 1, 2014, the following day, that Plaintiff vacate the leased free-standing hangar.

12. On December 1, 2014, Defendants unlawfully, without due process of law, as required by Neb. Rev. Stat. § 25-21,219 et seq. and court order, changed the locks on the leased hangar, and thereby unlawfully ousted Plaintiff from the quiet enjoyment of its tenement, and unlawfully distrained the personal property lawfully possessed by Plaintiff within the leasehold, whether held under color of title or by virtue of bailment.

13. On December 2, 2014, when a locksmith, called by Plaintiff at a cost of \$25.00 arrived, Defendant Sanwick attempted to block Plaintiff from accessing the leased premises. Shortly after the Douglas County Sheriff was called, Defendant Sanwick desisted from blocking access to the

hangar, and used his keys, which fit the new locks, to grant Plaintiff access to the leased premises, but refused to give Plaintiff keys to the new locks.

14. On December 2, 2014, Plaintiff moved the Airplane out of the leased hangar to make it accessible to be flown away.

15. After Defendants' initial unlawful seizure and distraint of the Airplane on December 1, 2014, by the act of changing the locks, Defendants further unlawfully seized, distrained, and exercised control over the Airplane with the intent to withhold it from Plaintiff, and restore it only upon payment of compensation, by the following acts:

- a. Positioning Defendant Edquist's truck to block movement of the Airplane.
- b. Moving the Airplane into a locked aircraft hangar.
- c. Refusing to disclose the location where the Airplane was secreted.

16. That Plaintiff and the Airplane's owner have demanded Defendants release the unlawfully seized and distrained Airplane.

17. Defendant Edquist refused to release the unlawfully seized and distrained Airplane unless paid ransom.

18. Since December 2, 2014, Defendants demanded payment of specified and unspecified ransom for the release of the unlawfully seized and distrained Airplane, in amounts ranging from \$340.00 to \$1,760.00, and continue to do so.

19. For the first time, on December 17, 2014, Defendant Edquist claimed a lien against the unlawfully seized and distrained Airplane arising under Neb. Rev. Stat. § 52-601.01.

20. The fair market value of the Airplane and its contents is \$52,500.00.

21. The Plaintiff has suffered and continues to suffer the loss of use of the Airplane.

FIRST CAUSE OF ACTION  
Breach of Lease – Wrongful Ouster

22. Plaintiff incorporates Paragraphs 1 through 21 above as if fully set forth herein.

23. As a direct and proximate result of Defendants Edquist and Sanwick wrongfully evicting and unlawfully ousting Plaintiff by changing the locks on the leased hangar, Plaintiff has incurred additional expenses and suffered lost business income, and continues to suffer lost income, and diminishment in the value of its business by not having the leased premises available to perform aircraft maintenance.

SECOND CAUSE OF ACTION  
Specific Performance

24. Plaintiff incorporates Paragraphs 1 through 23 above as if fully set forth herein.

25. No other aircraft hangars are readily available in the Omaha metropolitan area in which Plaintiff may conduct aircraft maintenance.

26. Plaintiff will suffer irreparable harm if Defendant Edquist fails to specifically perform the terms of the lease and restore Plaintiff to the leasehold hangar until the end of the lease term on December 31, 2015.

27. Plaintiff has no adequate remedy at law.

### THIRD CAUSE OF ACTION

#### Detrimental Reliance and Unjust Enrichment

28. Plaintiff incorporates Paragraphs 1 through 27 above as if fully set forth herein.

29. Defendant Edquist knew or should have known that Plaintiff would reasonably rely upon the granting of an oral lease, and extensions thereof, and Defendant Edquist's promises that Plaintiff's tenancy would continue indefinitely.

30. Plaintiff, detrimentally relied on Defendant Edquist's promise of continued tenancy by making improvements to the leased hangar, and increasing the value of the hangar by \$10,000.00.

31. Allowing Defendant Edquist to keep the value of the improvements after inducing Plaintiff to detrimentally rely upon his promises of continued tenancy would unjustly enrich Defendant Edquist by the sum of \$10,000.00.

#### FOURTH CAUSE OF ACTION

##### Fraud and Misrepresentation

32. Plaintiff incorporates Paragraphs 1 through 31 above as if fully set forth herein.
33. That Defendant Edquist represented to Plaintiff that the lease would continue until the end of 2015; that it would be renewable thereafter; and that Plaintiff could lease the free-standing hangar for as long as it suited Plaintiff.
34. Defendant Edquist knew or should have known that its representations to Plaintiff were false.
35. Defendant Edquist intended Plaintiff to rely upon the representations.
36. Defendant reasonably relied upon Defendant Edquist's representations.
37. As a direct and proximate cause of its reliance, Plaintiff was damaged by expending approximately \$7,500.00 towards improvements to the leased hangar it would not have otherwise made.

#### FIFTH CAUSE OF ACTION

##### Conversion

38. Plaintiff incorporates Paragraphs 1 through 37 above as if fully set forth herein.



39. Plaintiff, bailee of the Airplane and its contents, has an immediate right to its possession.
40. Defendants, Edquist and Sanwick took, converted, and distrained the Airplane to their use.
41. Plaintiff demanded return of the Airplane from Defendants.
42. Defendants refuse to release and return the Airplane.
43. Plaintiff has suffered damages, and continues to suffer ongoing damages in the amount of \$52,500.00, or as proved at trial, as a consequence of Defendants distraining and converting the Airplane and its contents to their use.

#### SIXTH CAUSE OF ACTION

##### Accounting

44. Plaintiff incorporates Paragraphs 1 through 43 above as if fully set forth herein.
45. That Plaintiff discovered that the utilities serving the hangar rented from Defendant Edquist are not separately metered and believes that Plaintiff was being charged for utilities used by other tenants.
46. Although Defendant Edquist refused to provide Plaintiff copies of the utility bills, Defendant Edquist alleged that Plaintiff owed \$400.00 for utilities for the months of October and November, 2014, even though the utility provider told Plaintiff that the average monthly cost of utilities was far less than the amount demanded.
47. That Defendant Edquist should be required to account for rent and utilities payable under the terms of the lease.

## SEVENTH CAUSE OF ACTION

### Injunction

48. Plaintiff incorporates Paragraphs 1 through 47 as fully as if set forth herein.

49. Defendant Edquist, as owner of the North Omaha Airport (3NO), entered into grant agreements and accepted grant funding from the Nebraska Department of Aeronautics on various dates from 1996 to 2009.

50. As provided by Neb. Rev. Stat. § 3-145, and as set forth in the Grant Agreements referred to in Paragraph 49 herein, as a condition of the grants from the Nebraska Department of Aeronautics, Defendant Edquist agreed to make the North Omaha Airport (3NO) “available as a public use airport on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical uses.”

51. Plaintiff, its members, and its mechanics are within the class of persons protected: (a) by the provisions of the grant agreements entered between Defendant and the Nebraska Department of Aeronautics; and (b) by Neb. Rev. Stat. § 3-145, both of which require Defendant Edquist to operate the North Omaha Airport (3NO) as a public use airport on a non-discriminatory basis.

52. Plaintiff, its members, and its mechanics have a clear legal right to use the North Omaha Airport for aeronautical uses.

53. Defendant Edquist will suffer no injury by Plaintiff, its members, and its mechanics using the North Omaha Airport (3NO) for its intend purpose as a public use airport.

54. The public interest favors the issuance of a permanent injunction since public funds of the State of Nebraska, in the amount of approximately \$270,647.00, have been expended to make the North Omaha Airport (3NO) available as a public use airport.

55. Plaintiff, its members, and its mechanics, will suffer great and irreparable injury and harm if they are unable to use the public use North Omaha Airport (3NO).

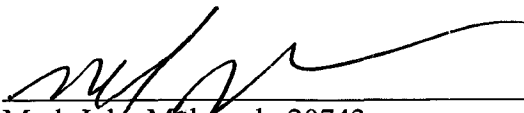
56. Plaintiffs are without an adequate remedy at law.

WHEREFORE, Plaintiff prays for judgment against Defendants Edquist and Sanwick for damages for unlawful ouster in breach of the lease in the amount proved at trial. Plaintiff further prays for judgment against Defendants Edquist and Sanwick in the amount of \$52,500.00, or as proved at trial, for conversion of the Airplane and its contents. Plaintiff further prays for judgment against Defendant Edquist and an order requiring he specifically perform his obligations under the lease and a further order awarding Plaintiff damages payable by Defendant Edquist in an amount to be proved at trial for the time Plaintiff was wrongfully excluded from the leasehold. In the alternative, Plaintiff prays that Defendant Edquist be required to pay Plaintiff damages in the amount of \$7,500.00, or as proved at trial, for fraud and misrepresentation. In the alternative, Plaintiff prays that Defendant be ordered to disgorge the amount by which he was unjustly enriched by inducing Plaintiff to make improvements to the leasehold in the amount of

\$10,000.00, or as proved at trial. Plaintiff further prays that Defendant Edquist be required to account for rent and utilities and that Defendant Edquist be permanently restrained, enjoined and prohibited from harassing, intimidating, interfering, molesting, or otherwise obstructing the use of the North Omaha Airport (3NO) for its intended purpose as a public use airport by Plaintiff, its members, and its mechanics. Plaintiff further prays for an award of costs accrued herein including costs of Bond, if necessary, and reasonable attorneys' fees; and such further relief that this Court deems just and appropriate

DATED this \_\_ day of January, 2015.

O'DANIEL FLIGHT SERVICE, LLC, Plaintiff.

  
By: Mark John Malousek, 20743  
1904 South 19<sup>th</sup> St., Suite 200  
Omaha, Nebraska 68102  
(402) 341-9931

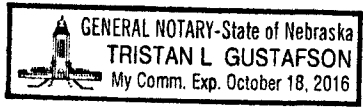
Plaintiff's Attorney

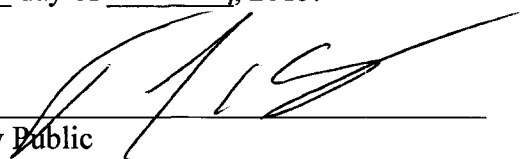
STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

TREY O'DANIEL, Member-Manager of Plaintiff, O'Daniel Flight Service LLC, being upon oath first duly sworn, deposes and states that he is the Member-Manager of Plaintiff in the above-entitled action and that he has read the foregoing Complaint, knows the contents thereof and upon personal knowledge, information and belief, verily believes the facts alleged therein are true and correct.

  
\_\_\_\_\_  
TREY O'DANIEL, Member-Manager  
O'DANIEL FLIGHT SERVICE, LLC, Plaintiff

SUBSCRIBED AND SWORN to before me this 23 day of January, 2015.



  
\_\_\_\_\_  
Notary Public



IN THE DISTRICT COURT OF DOUGLAS COUNTY

O'DANIEL FLIGHT SERVICE, LLC, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 KEITH B. EDQUIST, )  
 )  
 And )  
 )  
 HARLEY SANWICK, SR., )  
 )  
 Defendant. )

CASE NO.: CI15-646

FIRST AMENDED COMPLAINT

#26 FILED  
 IN DISTRICT COURT  
 DOUGLAS COUNTY NEBRASKA  
 APR 15 2015  
 JOHN M. FRIEND  
 CLERK DISTRICT COURT

Plaintiff, O'Daniel Flight Service, LLC, by and through its attorney, states its causes of action against the Defendant as follows:

GENERAL ALLEGATIONS

1. Plaintiff, a Nebraska limited liability company with its principal offices and registered agent in Douglas County, Nebraska, conducts aircraft maintenance.
2. Trey O'Daniel, an FAA licensed airframe and powerplant (A&P) mechanic, Plaintiff's sole member and manager, conducted Plaintiff's business at the North Omaha Airport (3NO) in Douglas County, Nebraska from late summer 2012 until wrongfully, forcibly, and unlawfully evicted by Defendants on December 1, 2014.

3. Defendant, Keith B. Edquist, a resident of Douglas County, Nebraska, owns the North Omaha Airport, identified as 3NO, and located at or near 12001 North 72<sup>nd</sup> Street, in Douglas County, Nebraska, which is licensed by the State of Nebraska as a public use airport.

4. Defendant, Harley Sanwick, Sr., resides in commercial real property, purchased from Defendant Edquist on January 16, 2012, legally described as Lot 5, Block 0, Northern Hills Business Park, Douglas County, Nebraska, having a street address of 12005 North 72<sup>nd</sup> Street, Douglas County, Nebraska, located adjacent to the property described in paragraph 5.

5. Defendant, Keith B. Edquist, is the record owner of certain real estate legally described as Lot 4, Block 0, Northern Hills Business Park, Douglas County, Nebraska which has a street address of 12001 North 72<sup>nd</sup> Street, Douglas County, Nebraska 68122.

a. The structures on this parcel of real estate include a building consisting of an apartment and an attached aircraft hangar, and a free-standing aircraft hangar.

6. Trey O'Daniel was employed as a mechanic by the former tenant of the hangars described in paragraph 5, Nebraska Flight Group LLC, until it ceased operations in June, 2012. At that time, Plaintiff entered an interim oral agreement with Defendant Edquist to rent the free-standing hangar described in paragraph 5 for the sum \$150 per month, plus utilities, to conduct aircraft maintenance, and store aircraft. Defendants also allowed Plaintiff to use the office located in the property described in paragraph 4.

7. In the fall of 2012, after precluding Plaintiff's further use of the office located on Sanwick's property, Defendant Edquist and Plaintiff verbally agreed to a lease of the free-standing hangar described in paragraph 5 for a two year term beginning January 1, 2013 and ending December 31, 2014, for the annual rental amount of \$2,400 per year, payable in monthly installments of \$200 per month, plus the utilities.

- a. As an inducement to lease, Defendant agreed that Plaintiff could remain a tenant as long as it desired, and would be allowed to renew upon substantially the same terms and conditions as then in effect.
- b. In the late summer 2014, Defendant and Plaintiff agreed to renew the yearly lease upon the same terms and conditions until December 31, 2015.
- c. As a further inducement to lease, Defendant agreed to allow Plaintiff, at his expense, to construct an office facility inside the free-standing hangar.
- d. In reliance upon the lease and promises of Defendant, Plaintiff, at considerable expense, constructed an office facility inside the free-standing hangar.

8. At all pertinent times, Plaintiff was entitled to the quiet enjoyment of the leasehold. Plaintiff was current in all lease-obligations, and even paid \$600.00 demanded by Defendant Edquist for utilities on November 20, 2014, under protest, after Defendant Edquist failed to produce utility bills and account for the alleged utility expenses.

9. On November 30, 2014, a customer delivered a 1964, Piper PA-30, Twin Comanche Aircraft, Serial Number 30-546, Registration Number N7485Y (Airplane) to Plaintiff at North



Omaha Airport (3NO), and entrusted its care, custody, and control solely to Plaintiff to perform maintenance.

a. Upon receiving the Airplane, Trey O'Daniel, on behalf of Plaintiff, secured it in the leased hangar.

10. Neither Plaintiff nor the Airplane's owner ever entered an agreement with Defendants, express or implied, to perform work or labor, exert care or diligence, or advance money or material upon or relating to the Airplane, nor otherwise entrusted the care, custody and control of the Airplane to Defendants.

11. Without cause or any other notice, on November 30, 2014, Defendant Sanwick, allegedly at the request of Defendant Edquist, verbally demanded that by December 1, 2014, the following day, that Plaintiff vacate the leased free-standing hangar.

12. On December 1, 2014, Defendants unlawfully, without due process of law as required by Neb. Rev. Stat. § 25-21,219 et seq. and court order, changed the locks on the leased hangar, and thereby unlawfully ousted Plaintiff from the quiet enjoyment of its tenement, and unlawfully distrained the personal property lawfully possessed by Plaintiff within the leasehold, whether held under color of title or by virtue of bailment.

13. On December 2, 2014, when a locksmith, called by Plaintiff at a cost of \$25.00 arrived, Defendant Sanwick attempted to block Plaintiff from accessing the leased premises. Shortly after

the Douglas County Sheriff was called, Defendant Sanwick used his keys, which fit the new locks, to grant Plaintiff access to the leased premises.

14. On December 2, 2014, Plaintiff moved the Airplane out of the leased hangar to make it accessible to be flown away.

15. After Defendants' initial unlawful seizure and distraint of the Airplane on December 1, 2014, by the act of changing the locks, Defendants further unlawfully seized, distrained, and exercised control over the Airplane with the intent to withhold it from Plaintiff, and restore it only upon payment of compensation, by the following acts:

- a. Positioning Defendant Edquist's truck to block movement of the Airplane.
- b. Moving the Airplane into a locked aircraft hangar.
- c. Refusing to disclose the location where the Airplane was secreted.

16. That Plaintiff and the Airplane's owner have demanded Defendants release the unlawfully seized and distrained Airplane.

17. Defendant Edquist refused to release the unlawfully seized and distrained Airplane unless paid ransom.

18. Since December 2, 2014, Defendants demanded payment of specified and unspecified ransom for the release of the unlawfully seized and distrained Airplane, in amounts ranging from \$340.00 to \$1,760.00, and continue to do so.

19. For the first time, on December 17, 2014, Defendant Edquist claimed a lien against the unlawfully seized and distrained Airplane arising under Neb. Rev. Stat. § 52-601.01.

20. The fair market value of the Airplane and its contents is \$52,500.00.

21. The Plaintiff has suffered and continues to suffer the loss of use of the Airplane.

#### FIRST CAUSE OF ACTION

##### Trespass

22. Plaintiff incorporates Paragraphs 1 through 21 above as if fully set forth herein.

23. At all pertinent times, Plaintiff was lawfully seized of a leasehold estate in the above-described hangar.

24. Defendants knew that Plaintiff was lawfully seized of a leasehold estate in the hangar.

25. Defendants, with malice aforethought, wrongfully and without permission of Plaintiff, trespassed upon his leasehold estate and changed the locks on the hangar, and continue to trespass against the leasehold estate.

26. As a direct and proximate result of Defendants' Edquist and Sanwick trespassing upon Plaintiff's leasehold estate by changing the locks on the leased hangar, Plaintiff has suffered damages by incurring additional expenses, and losing business income, and continues to suffer

lost income, and diminishment in the value of its business by the ongoing trespass against his leasehold estate.

## SECOND CAUSE OF ACTION

### Wrongful Ouster

27. Plaintiff incorporates Paragraphs 1 through 26 above as if fully set forth herein.

28. At all times, Defendants Edquist and Sanwick knew or should have known that Plaintiff was lawfully seized of possession of the leasehold estate in the hangar.

29. Defendants Edquist and Sanwick knowingly, willfully, and intentionally, with malice aforethought, unlawfully ousted, dispossessed, and evicted Plaintiff from its leasehold.

30. As a direct and proximate result of Defendants Edquist and Sanwick wrongfully evicting and unlawfully ousting Plaintiff by changing the locks on the leased hangar, Plaintiff has incurred additional expenses and suffered lost business income in the amount of, and continues to suffer lost income, and diminishment in the value of its business by not having the leased premises available to perform aircraft maintenance.

## THIRD CAUSE OF ACTION

### Breach of Lease

31. Plaintiff incorporates Paragraphs 1 through 30 above as if fully set forth herein.

32. At all times, the lease for the hangar between Defendant Edquist and Plaintiff contained an implied covenant of quiet enjoyment of the leasehold.

33. Contrary to the lease, Defendant Edquist breached the Plaintiff's peaceful and quiet enjoyment of the premises by wrongfully evicting and ousting Plaintiff by changing the locks to the hangar.

34. As a direct and proximate result of Defendants Edquist breaching the covenant of quiet enjoyment, Plaintiff has suffered reasonably foreseeable damages, including incurring additional expenses and suffering lost business income, and continues to suffer lost income and diminishment in the value of its business by not having the leased premises available to perform aircraft maintenance.

#### FOURTH CAUSE OF ACTION

##### Specific Performance

35. Plaintiff incorporates Paragraphs 1 through 34 above as if fully set forth herein.

36. No other aircraft hangars are readily available in the Omaha metropolitan area in which Plaintiff may conduct aircraft maintenance.

37. Plaintiff will suffer irreparable harm if Defendant Edquist fails to specifically perform the terms of the lease and restore Plaintiff to the leasehold hangar until the end of the lease term on December 31, 2015.

38. Plaintiff has no adequate remedy at law.

#### FIFTH CAUSE OF ACTION

##### Detrimental Reliance and Unjust Enrichment

39. Plaintiff incorporates Paragraphs 1 through 38 above as if fully set forth herein.

40. Defendant Edquist knew or should have known that Plaintiff would reasonably rely upon the granting of an oral lease, and extensions thereof, and Defendant Edquist's promises that Plaintiff's tenancy would continue indefinitely.

41. Plaintiff detrimentally relied on Defendant Edquist's promise of continued tenancy by making improvements to the leased hangar, and increasing the value of the hangar by \$10,000.00.

42. Allowing Defendant Edquist to keep the value of the improvements after inducing Plaintiff to detrimentally rely upon his promises of continued tenancy would unjustly enrich Defendant Edquist by the sum of \$10,000.00.

#### SIXTH CAUSE OF ACTION

##### Fraud and Misrepresentation

43. Plaintiff incorporates Paragraphs 1 through 42 above as if fully set forth herein.

44. That Defendant Edquist represented to Plaintiff that the lease would continue until the end of 2015; that it would be renewable thereafter; and that Plaintiff could lease the free-standing hangar for as long as it suited Plaintiff.

45. Defendant Edquist knew or should have known that its representations to Plaintiff were false.

46. Defendant Edquist intended Plaintiff to rely upon the representations.

47. Defendant reasonably relied upon Defendant Edquist's representations.

48. As a direct and proximate cause of its reliance, Plaintiff was damaged by expending approximately \$7,500.00 towards improvements to the leased hangar it would not have otherwise made.

#### SEVENTH CAUSE OF ACTION

##### Conversion

49. Plaintiff incorporates Paragraphs 1 through 48 above as if fully set forth herein.

50. Plaintiff, bailee of the Airplane and its contents, has an immediate right to its possession.

51. Defendants, Edquist and Sanwick took, converted, and distrained the Airplane to their use.

52. Plaintiff demanded return of the Airplane from Defendants.

53. Defendants refuse to release and return the Airplane.

54. Plaintiff has suffered damages, and continues to suffer ongoing damages in the amount of \$52,500.00, or as proved at trial, as a consequence of Defendants distraining and converting the Airplane and its contents to their use.

#### EIGHTH CAUSE OF ACTION

##### Accounting

55. Plaintiff incorporates Paragraphs 1 through 54 above as if fully set forth herein.

56. That Plaintiff discovered that the utilities serving the hangar rented from Defendant Edquist are not separately metered and believes that Plaintiff was being charged for utilities used by other tenants.

57. Although Defendant Edquist refused to provide Plaintiff copies of the utility bills, Defendant Edquist alleged that Plaintiff owed \$600.00 for utilities for the months of October and November, 2014, even though the utility provider told Plaintiff that the average monthly cost of utilities was far less than the amount demanded.

58. That Defendant Edquist should be required to account for rent and utilities payable under the terms of the lease.

#### NINETH CAUSE OF ACTION

##### Injunction

59. Plaintiff incorporates Paragraphs 1 through 58 as fully as if set forth herein.



60. Defendant Edquist, as owner of the North Omaha Airport (3NO), entered into grant agreements and accepted grant funding from the Nebraska Department of Aeronautics on various dates from 1996 to 2009.

61. As provided by Neb. Rev. Stat. § 3-145, and as set forth in the Grant Agreements referred to in Paragraph 49 herein, as a condition of the grants from the Nebraska Department of Aeronautics, Defendant Edquist agreed to make the North Omaha Airport (3NO) “available as a public use airport on fair and reasonable terms and without unjust discrimination, to all types, kinds and classes of aeronautical uses.”

62. Plaintiff, its members, and its mechanics are within the class of persons protected: (a) by the provisions of the grant agreements entered between Defendant and the Nebraska Department of Aeronautics; and (b) by Neb. Rev. Stat. § 3-145, both of which require Defendant Edquist to operate the North Omaha Airport (3NO) as a public use airport on a non-discriminatory basis.

63. Plaintiff, its members, and its mechanics have a clear legal right to use the North Omaha Airport for aeronautical uses.

64. Defendant Edquist will suffer no injury by Plaintiff, its members, and its mechanics using the North Omaha Airport (3NO) for as a public use airport.

65. The public interest favors the issuance of a permanent injunction since public funds of the State of Nebraska, in the amount of approximately \$270,647.00, have been expended to make the North Omaha Airport (3NO) available as a public use airport.

66. Plaintiff, its members, and its mechanics, will suffer great and irreparable injury and harm if they are unable to use the public use North Omaha Airport (3NO).


67. Plaintiffs are without an adequate remedy at law.

WHEREFORE, Plaintiff prays for judgment against Defendants Edquist and Sanwick for damages for trespass against its leasehold and for unlawful ouster from its leasehold in an amount as proved at trial. Plaintiff further prays for judgment against Defendants Edquist and Sanwick in the amount of \$52,500.00, or as proved at trial, for conversion of the Airplane and its contents. Plaintiff further prays for judgment against Defendant Edquist for damages for his breach of the lease in an amount as proved at trial, and for an order requiring Defendant Edquist to specifically perform his obligations under the lease and a further order awarding Plaintiff damages. In the alternative, Plaintiff prays that Defendant Edquist be required to pay Plaintiff damages in the amount of \$7,500.00, or as proved at trial, for fraud and misrepresentation. In the alternative, Plaintiff prays that Defendant be ordered to disgorge the amount by which he was unjustly enriched by inducing Plaintiff to make improvements to the leasehold in the amount of \$10,000.00, or as proved at trial. Plaintiff further prays that Defendant Edquist be required to account for rent and utilities and that Defendant Edquist be permanently restrained, enjoined and prohibited from harassing, intimidating, interfering, molesting, or otherwise obstructing the use of

the North Omaha Airport (3NO) for its intended purpose as a public use airport by Plaintiff, its members, and its mechanics. Plaintiff further prays for an award of costs accrued herein including costs of Bond, if necessary, and reasonable attorneys' fees; and such further relief that this Court deems just and appropriate

DATED this ~~8~~ day of April, 2015.

O'DANIEL FLIGHT SERVICE LLC, Plaintiff.

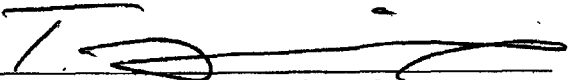


By: Mark John Malousek, 20743  
1904 South 19<sup>th</sup> St., Suite 200  
Omaha, Nebraska 68102  
(402) 341-9931

Plaintiff's Attorney

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

TREY O'DANIEL, Member-Manager of Plaintiff, O'Daniel Flight Service LLC, being upon oath first duly sworn, deposes and states that he is the Member-Manager of Plaintiff in the above-entitled action and that he has read the foregoing Complaint, knows the contents thereof and upon personal knowledge, information and belief, verily believes the facts alleged therein are true and correct.

  
\_\_\_\_\_  
TREY O'DANIEL, Member-Manager  
O'DANIEL FLIGHT SERVICE, LLC,

Plaintiff

SUBSCRIBED AND SWORN to before me this 13 day of April, 2015.

   
\_\_\_\_\_  
Notary Public