

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

WILLIAMS & BROWN, L.L.P, a Texas )  
Limited Liability Partnership )

Plaintiff, )

vs. )

CASE NO:

**COMPLAINT**

LAW OFFICE OF RONALD J. PALAGI, )  
P.C., L.L.O., a Nebraska Professional )  
Corporation )

Defendant. )

COMES NOW the Plaintiff, Williams & Brown L.L.P. by and through its attorneys,  
states and alleges as follows:

**GENERAL ALLEGATIONS**

1. Plaintiff, Williams & Brown L.L.P. is a Texas Limited Liability Partnership engaged in the practice of law. Plaintiff meets all requirements under Texas Law to engage in the practice of law. Prior to the events described in this Complaint, Plaintiff served as Co-Counsel with the Defendant, on four separate Nebraska cases, dating back to 2007.

2. The Defendant, Law Offices of Ronald J. Palagi, P.C., L.L.O. is a Nebraska Professional Corporation based in Omaha, Nebraska.

3. This is an action for damages, filed pursuant to the laws of Nebraska, for breach of contract. Plaintiff seeks compensation for the Defendant's failure to pay attorney fees rightfully owing to Plaintiff. Plaintiff asserts that the Defendant's refusal to pay such attorney fees constitutes a breach of Contract.

4. Plaintiff seeks to recover all damages which Plaintiff has incurred as a result of

the deprivation of Plaintiff's contractual rights.

## FIRST CAUSE OF ACTION

### **Breach of Contract**

5. On July 10, 2007 Defendant and Plaintiff entered into a contingent fee agreement with Brandi Carboni and Stephen Carboni (the Carbonis), a true and correct copy of which is attached as Exhibit "A".

6. In Exhibit "A", the Defendant agreed to act as Co-Counsel in the Carboni case. Co-Counsel agreed to divide the attorneys fees equally (50/50) and the Carbonis approved of this division.

7. In two subsequent Nebraska cases (Jayce Myers and Eddie Rose), Plaintiff and Defendant agreed to act as Co-Counsel. Although there was no written agreement to divide fees equally in either case, Plaintiff and Defendant followed the practice established in the Carboni case and divided the fees equally. These cases establish a course of dealing between the Plaintiff and Defendant; whenever the Plaintiff and Defendant act as Co-Counsel in a case they divide all fees equally.

8. In *Daniel Hardy v. Alegent-Creighton Health dba Bergan Mercy Medical Center and Radiology Consultants, PC*, Case No. CI 13-9245, in the District Court of Douglas County Nebraska (Hardy Case), the Plaintiff and the Defendant again agreed to act as Co-Counsel. In this agreement, as in prior agreements, the Plaintiff and the Defendant agreed to split all attorney fees equally (50/50).

9. On October 19, 2015 the Hardy Case was settled during mediation. Pursuant to the settlement, the terms of the settlement are to remain confidential. Daniel Hardy received an agreed amount and an attorney fee was paid to the Defendant. In accordance with the agreement between the Plaintiff and the Defendant, the attorney fees should have been split equally and the Plaintiff's share should have been distributed to the Plaintiff.

10. Despite repeated demands from the Plaintiff, Defendant has refused to distribute the fee to the Plaintiff for its share of the attorney fees from the Hardy Case.

11. The Defendant, by engaging in the conduct described above, has breached the Contract existing between the Plaintiff and the Defendant, has failed to adhere to practices developed through a longstanding course of dealing between the parties, and has denied rightful benefits to the Plaintiff.

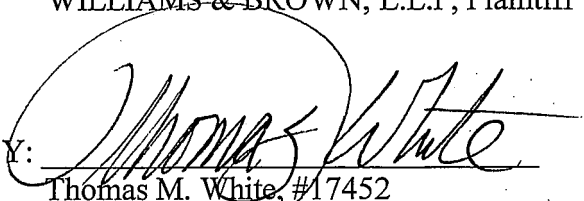
#### **DAMAGES**

12. The Defendant's breach of the Contract existing between the Plaintiff and the Defendant has caused the Plaintiff harm in the amount of unpaid attorney fees.

WHEREFORE Williams & Brown L.L.P. respectfully prays for judgment against the Defendant for half of the attorney fee amount and all other damages permitted under law and supported by the facts that are established at trial along with all allowable costs of this action.

WILLIAMS & BROWN, L.L.P, Plaintiff

BY:

A handwritten signature in cursive script, appearing to read "Thomas White", is written over a horizontal line. The signature is enclosed within a large, hand-drawn oval.

Thomas M. White, #17452

Amy S. Jorgensen, #23215

WHITE & JORGENSEN

209 South 19<sup>th</sup> Street, Suite 310

Omaha, Nebraska 68102

(402) 346-5700

ATTORNEYS FOR PLAINTIFF

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

WILLIAMS & BROWN, L.L.P, a Texas )  
Limited Liability Partnership )

Plaintiff, )

vs. )

CASE NO:

**PRAECIPE**

LAW OFFICE OF RONALD J. PALAGI, )  
P.C., L.L.O., a Nebraska Corporation )

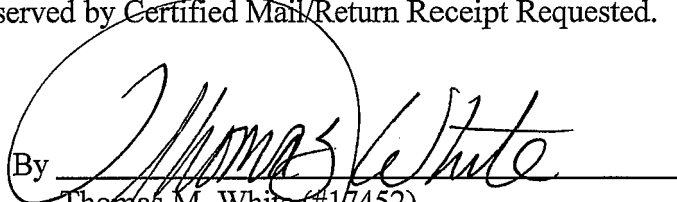
Defendants. )

TO: THE CLERK OF SAID COURT

Please issue a Summons for service of process upon the Defendant and serve the Summons and Petition upon the Defendant at the following address:

Ronald J. Palagi, Registered Agent  
3131 S. 72<sup>nd</sup> Street  
Omaha, NE 68124

Said Summons and Petition will be served by Certified Mail/Return Receipt Requested.

By 

Thomas M. White (#17452)  
Amy S. Jorgensen (#23215)  
WHITE & JORGENSEN  
209 South 19<sup>th</sup> Street, Suite 310  
Omaha, Nebraska 68102  
(402) 346-5700

Attorneys for Plaintiff