

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

PRIME COMMUNICATIONS, INC.)	Case No.
)	
Plaintiff,)	
)	
vs.)	COMPLAINT AND DEMAND FOR
)	TRIAL BY JURY
ARDON INVESTMENTS, LLC; NEBRASKA)	
BUILDING GROUP, INC.,)	
)	
Defendants.)	

COME NOW the Plaintiff, Prime Communications, Inc. ("Plaintiff"), by and through its attorneys, Pansing, Hogan, Ernst & Bachman, LLP, and for its causes of action against the Defendants, Ardon Investments, LLC ("Ardon") and Nebraska Building Group, LLC ("NBG"), states and alleges as follows:

PARTIES

1. Plaintiff is a Nebraska corporation with its principal place of business in Omaha, Nebraska. At all relevant times hereto, Plaintiff owned and operated the commercial property located at 22145 Maple Road, Douglas County, Omaha, Nebraska ("Plaintiff's Property").

2. Defendant Ardon is a Nebraska corporation with its principal place of business in Omaha, Nebraska. At all relevant times, Ardon owned and operated the commercial property located at 22101 West Maple Road, Douglas County, Omaha, Nebraska ("Ardon's Property"). Ardon's Property is located directly east and north of, and adjacent to, Plaintiff's Property.

3. Defendant NBG is a Nebraska corporation with its principal place of business in Omaha, Nebraska. At all relevant times, NBG owned and operated the commercial property located at 3603 N. 222nd Street, Douglas County, Omaha, Nebraska ("NBG's Property"). NBG's Property is located directly south of, and adjacent to, Plaintiff's Property.

JURISDICTION AND VENUE

4. This Court has jurisdiction to hear this case pursuant to NEB. REV. STAT. §24-302.

5. Venue is proper in this Court pursuant to NEB. REV. STAT. §25-403.01 because the events that give rise to Plaintiffs' causes of action arose in Douglas County, Nebraska.

GENERAL ALLEGATIONS

6. During January 2012, Plaintiff purchased all the property relative to this litigation including, Plaintiff's Property, Ardon's Property and NBG's Property. Thereafter, Plaintiff parceled the property and sold it to John Wanniger who then resold parcels 2 and 3 to rden the land identified as Ardon's Property and NBG the land identified as NBG's Property. Both sales occurred over 2015 and 2016.

7. At some point during 2015, Ardon and/or its agents began construction projects on Ardon's Property.

8. Upon commencement of the construction, which included the assembly of a large warehouse, Ardon and/or its agents negligently altered the topography on Ardon's Property and negligently performed other construction work which caused the unreasonable and substantial displacement and movement of water, soil and other debris on Ardon's Property in the direction of, and onto, Plaintiff's Property.

9. At some point during 2016, NBG and/or its agents began construction projects on NBG's Property

10. Upon commencement of the construction, which included the assembly of a large warehouse, NBG and/or its agents negligently altered the topography on NBG's Property and negligently performed other construction work which caused the unreasonable and substantial displacement and movement of water, soil and other debris on NBG's Property in the direction of, and onto, Plaintiff's Property.

11. As a result of the water, soil and other debris that is unnecessarily and unreasonably flowing from Ardon's Property and NBG's Property onto Plaintiff's Property, Plaintiff has experienced, and continues

to experience, significant flooding and drainage issues. The flooding and drainage issues force Plaintiff to constantly drain its septic field system on a weekly to bi-weekly basis.

FIRST CAUSE OF ACTION: NEGLIGENCE

Plaintiff incorporate by reference the allegations contained in Paragraphs 1 through 11 above as if fully set forth herein.

12. At all times relevant hereto, it was reasonably foreseeable by Ardon and NBG that their alteration to the topographics of Ardon's Property and NBG's Property, respectively, would result in water, soil and other debris intruding upon Plaintiff's Property and, if such alteration of the topography was carelessly designed and constructed, the resulting intrusion of water, soil and other debris would cause injury to Plaintiff's Property.

13. Ardon and NBG failed to use due care and negligently controlled, managed and maintained, the alteration of the topography of Ardon's Property and NBG's Property, respectively.

14. As a result of such negligence and failures, excessive and unnecessary quantities of water, soil and other debris intruded, and continue to intrude, on Plaintiff's Property, causing the injuries alleged herein.

SECOND CAUSE OF ACTION: NUISANCE

Plaintiff incorporate by reference the allegations contained in Paragraphs 1 through 14 above as if fully set forth herein.

15. During all relevant times, Ardon and NBG's control, management and maintenance of Ardon's Property and NBG's Property, respectively, has interfered with the Plaintiffs' use and enjoyment of Plaintiff's Property.

16. Ardon and NBG's interference is intentional and unreasonable, or is negligent and reckless, and has created an abnormally dangerous condition on Plaintiff's Property.

17. In light of the aforementioned actions, Ardon and NBG's use of the Ardon's Property and NBG's Property, respectively, cannot be considered lawful or reasonable, but instead constitutes a nuisance.

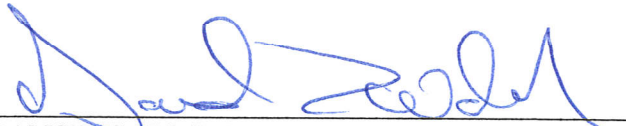
PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief against Defendants Ardon and NBG:

1. Recovery of the cost of repairs to Plaintiffs' Property in an amount to be determined at trial;
2. Recovery for annoyance and inconvenience to the Plaintiff concerning the use of Plaintiff's Property;
3. Recovery for the diminution of the value of Plaintiff's Property;
4. Recovery of the costs associated with excessively, unnecessarily, and unreasonably draining Plaintiff's septic field system on a weekly to bi-weekly basis and any other temporary remedial actions;
5. Permanent injunction against Ardon and NBG, including an order that Ardon and NBG remediate the negligently altered topography to Ardon's Property and NBG's Property, respectively, which has caused the water, soil and other debris to intrude upon Plaintiff's Property
6. Any other relief the Court deems just and proper.

DATED this 23 day of April, 2018.

PRIME COMMUNICATIONS, INC, Plaintiff,



PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114
(402) 397-5500
By: David L. Welch, #18881
Attorney for Plaintiff

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

PRIME COMMUNICATIONS, INC.)	Case No. 18-3736
)	
Plaintiff,)	
)	
vs.)	AMENDED COMPLAINT AND
)	DEMAND FOR TRIAL BY JURY
ARDON INVESTMENTS, LLC; NEBRASKA)	
BUILDING GROUP, LLC,)	
)	
Defendants.)	

COME NOW the Plaintiff, Prime Communications, Inc. ("Plaintiff"), by and through its attorneys, Pansing, Hogan, Ernst & Bachman, LLP, and for its causes of action against the Defendants, Ardon Investments, LLC ("Ardon") and Nebraska Building Group, LLC ("NBG"), states and alleges as follows:

PARTIES

1. Plaintiff is a Nebraska corporation with its principal place of business in Omaha, Nebraska. At all relevant times hereto, Plaintiff owned and operated the commercial property located at 22145 Maple Road, Douglas County, Omaha, Nebraska ("Plaintiff's Property").

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3. Defendant NBG is a Nebraska corporation with its principal place of business in Omaha, Nebraska. At all relevant times, NBG owned and operated the commercial property located at 3603 N. 222nd Street, Douglas County, Omaha, Nebraska ("NBG's Property"). NBG's Property is located directly south of, and adjacent to, Plaintiff's Property.

JURISDICTION AND VENUE

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6. During January 2012, Plaintiff purchased all the property relative to this litigation including, Plaintiff's Property, Ardon's Property and NBG's Property. Thereafter, Plaintiff parceled the property and sold it to John Wanniger who then resold parcels 2 and 3 to Ardon, the land identified as Ardon's Property, and NBG, the land identified as NBG's Property. Both sales occurred over 2015 and 2016.

7. At some point during 2015, Ardon and/or its agents began construction projects on Ardon's Property.

8. Upon commencement of the construction, which included the assembly of a large warehouse, Ardon and/or its agents negligently altered the topography on Ardon's Property and negligently performed other construction work which caused the unreasonable and substantial displacement and movement of water, soil and other debris on Ardon's Property in the direction of, and onto, Plaintiff's Property.

9. At some point during 2016, NBG and/or its agents began construction projects on NBG's Property

10. Upon commencement of the construction, which included the assembly of a large warehouse, NBG and/or its agents negligently altered the topography on NBG's Property and negligently performed other construction work which caused the unreasonable and substantial displacement and movement of water, soil and other debris on NBG's Property in the direction of, and onto, Plaintiff's Property.

11. As a result of the water, soil and other debris that is unnecessarily and unreasonably flowing from Ardon's Property and NBG's Property onto Plaintiff's Property, Plaintiff has experienced, and continues

to experience, significant flooding and drainage issues. The flooding and drainage issues force Plaintiff to constantly drain its septic field system on a weekly to bi-weekly basis.

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13. Ardon and NBG failed to use due care and negligently controlled, managed and maintained, the alteration of the topography of Ardon's Property and NBG's Property, respectively.

14. As a result of such negligence and failures, excessive and unnecessary quantities of water, soil and other debris intruded, and continue to intrude, on Plaintiff's Property, causing the injuries alleged herein.

SECOND CAUSE OF ACTION: NUISANCE

Plaintiff incorporate by reference the allegations contained in Paragraphs 1 through 14 above as if fully set forth herein.

15. During all relevant times, Ardon and NBG's control, management and maintenance of Ardon's Property and NBG's Property, respectively, has interfered with the Plaintiffs' use and enjoyment of Plaintiff's Property.

16. Ardon and NBG's interference is intentional and unreasonable, or is negligent and reckless, and has created an abnormally dangerous condition on Plaintiff's Property.

17. In light of the aforementioned actions, Ardon and NBG's use of the Ardon's Property and NBG's Property, respectively, cannot be considered lawful or reasonable, but instead constitutes a nuisance.

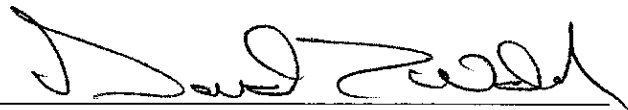
PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief against Defendants Ardon and NBG:

1. Recovery of the cost of repairs to Plaintiffs' Property in an amount to be determined at trial;
2. Recovery for annoyance and inconvenience to the Plaintiff concerning the use of Plaintiff's Property;
3. Recovery for the diminution of the value of Plaintiff's Property;
4. Recovery of the costs associated with excessively, unnecessarily, and unreasonably draining Plaintiff's septic field system on a weekly to bi-weekly basis and any other temporary remedial actions;
5. Permanent injunction against Ardon and NBG, including an order that Ardon and NBG remediate the negligently altered topography to Ardon's Property and NBG's Property, respectively, which has caused the water, soil and other debris to intrude upon Plaintiff's Property
6. Any other relief the Court deems just and proper.

DATED this 7 day of May, 2018.

PRIME COMMUNICATIONS, INC., Plaintiff,



David L. Welch (#18881)
PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114
(402) 397-5500
dwelch@pheblaw.com
Attorney for Plaintiff

Certificate of Service

I hereby certify that on Monday, May 07, 2018 I provided a true and correct copy of the Amended Complaint to the following:

Ardon Investments, LLC service method: Certified Mail

Nebraska Building Group, Inc. service method: Certified Mail

Signature: /s/ Welch,David,L (Bar Number: 18881)

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

PRIME COMMUNICATIONS, INC.)	CASE NO. CI 18-3736
)	
Plaintiff,)	
)	
vs.)	MOTION FOR DEFAULT JUDGMENT
)	
ARDON INVESTMENTS, LLC;)	
NEBRASKA BUILDING GROUP, LLC,)	
)	
Defendants.)	

COMES NOW the Plaintiff Prime Communications, Inc, by and through its attorney of record, and hereby moves this Court pursuant to Neb. Rev. Stat. § 25-1308, for an order of default judgment against Defendant Nebraska Building Group, LLC.

In support of this motion, Plaintiff sets forth as follows:

1. On April 23, 2018, Plaintiff filed a Complaint with the District Court of Douglas County, Nebraska. Copies of the Summons and Complaint were mailed by certified mail to the Nebraska Building Group, LLC at 10176 L Street. Omaha, NE 68127. The return receipt for mailing to the party was unclaimed.

2. On May 7, 2018, Plaintiff filed an Amended Complaint with the District Court of Douglas County, Nebraska. Copies of the Summons and Complaint were mailed by certified mail to the Nebraska Building Group, LLC at the Law Office of Barbara Medbery-Prchal 10305 Joseph Circle. La Vista, NE 68128 on May 7, 2018 as required by Nebraska State law. The return receipt for mailing to the party was signed on May 9, 2018. A copy of the return of service is attached hereto and incorporated by reference.

3. Although more than 30 days have passed since the service of the Amended Complaint on Defendant Nebraska Building Group, LLC Nebraska Building Group, LLC, no

Answer or other responsive pleading has been filed, or has there been any attempt to defend the lawsuit.

4. Plaintiff is entitled to default judgment as to liability against the Defendant Nebraska Building Group, LLC.

5. Plaintiff meets the procedural requirements from obtaining an entry of default judgment and the Court should enter a default judgment as Defendant Nebraska Building Group, LLC has failed to file a responsive pleading or otherwise defend the lawsuit.

WHEREFORE, the Plaintiff Prime Communications, Inc. requests that this Court enter default judgment as to liability against the Defendant Nebraska Building Group, LLC. That damages will be addressed at the trial of this matter consisting of costs of repair to Plaintiff's property, annoyance and inconvenience to the Plaintiff, diminution of the value of the Plaintiff's property, costs associated with excessively, unnecessarily, and unreasonably draining of Plaintiff's septic field system, permanent injunction and any other relief the Court deems just and proper.

DATED this 4 day of July, 2018.

PRIME COMMUNICATIONS, INC, Plaintiff.



PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, #300
Omaha, Nebraska 68114
(402) 397-5500

By: David L. Welch, #18881
Attorney for Plaintiff

NOTICE OF HEARING

YOU ARE HEREBY NOTIFIED that the above Motion will be called up for hearing on the 24th day of September, 2018, at 11:30 a.m., before the Honorable Leigh Ann Retelsdorf, Douglas County District Court, Courtroom No. 408, or as soon thereafter as counsel may be heard.

DATED this 6 day of July, 2018.

PRIME COMMUNICATIONS, INC., Plaintiff.



PANSING HOGAN ERNST & BACHMAN LLP
10250 Regency Circle, #300
Omaha, Nebraska 68114
(402) 397-5500


By: David L. Welch, #18881
Attorney for Plaintiff

Certificate of Service

The undersigned hereby certifies that a copy of the foregoing has been furnished to the following individuals by United States Mail, postage prepaid, on the 6 day of July, 2018:

Law Offices of Barbara Medbery-Prchal, P.C., LLO
10176 L. Street
Omaha, NE 68127

Brenda K. Smith
Dvorak Law Group, LLC
13625 California St., #110
Omaha, NE 68154

A handwritten signature in blue ink, appearing to read "Barbara Medbery-Prchal", is written over a horizontal line.

Certificate of Service

I hereby certify that on Friday, July 06, 2018 I provided a true and correct copy of the Motion-Default Judgment to the following:

Ardon Investments, LLC represented by Brenda K. Smith (Bar Number: 23641) service method: Electronic Service to bsmith@ddlgroup.com

Ardon Investments, LLC represented by Gretchen L. McGill (Bar Number: 21726) service method: Electronic Service to gmcgill@ddlgroup.com

Nebraska Building Group, Inc. service method: First Class Mail

Signature: /s/ Welch,David,L (Bar Number: 18881)