

## Nebraska Judicial Branch

## Case Summary

In the District Court of Douglas County  
 The Case ID is CI 17 0005579  
 Jessica Meadows v. James Prchal  
 The Honorable Gary B Randall, presiding.  
 Classification: Contract Disputes  
 Filed on 07/03/2017  
 This case is Appealed as of 07/11/2018

## Parties/Attorneys to the Case

| Party  | Attorney  |
|--|---|
| Plaintiff ACTIVE<br>Jessica Meadows                                  | James W Crampton<br>1904 Farnam Street, Suite 200<br>Omaha NE 68102<br>402-341-9929 |
| Jessica Meadows owes \$1.00  |   |
| Defendant ACTIVE<br>James Prchal<br>6616 S 45th St<br>Omaha NE 68117 | Christopher D Jerram<br>7134 Pacific Street<br>Omaha NE 68106<br>402-397-1898       |

## Court Costs Information

| Incurred By | Account                   | Date       | Amount   |
|-------------|---------------------------|------------|----------|
| Plaintiff   | Petition                  | 07/03/2017 | \$35.00  |
| Plaintiff   | Filing Fee - State        | 07/03/2017 | \$1.00   |
| Plaintiff   | Automation Fee            | 07/03/2017 | \$8.00   |
| Plaintiff   | NSC Education Fee         | 07/03/2017 | \$1.00   |
| Plaintiff   | Dispute Resolution Fee    | 07/03/2017 | \$0.75   |
| Plaintiff   | Indigent Defense Fee      | 07/03/2017 | \$3.00   |
| Plaintiff   | Uniform Data Analysis Fee | 07/03/2017 | \$1.00   |
| Plaintiff   | J.R.F.                    | 07/03/2017 | \$6.00   |
| Plaintiff   | Filing Fee-JRF            | 07/03/2017 | \$6.00   |
| Plaintiff   | Legal Aid/Services Fund   | 07/03/2017 | \$6.25   |
| Plaintiff   | Seal Cert/Auth Copies     | 07/12/2018 | \$1.00   |
| Plaintiff   | Complete Record           | 07/03/2017 | \$15.00  |
| Plaintiff   | Service Fees              | 07/07/2017 | \$20.13  |
| Plaintiff   | Sup Ct Filing Fee         | 07/11/2018 | \$126.00 |
| Plaintiff   | Sup Ct Cost Bond          | 07/11/2018 | \$75.00  |

## Financial Activity

Trust held by the court is \$74.00  
 Fee/Fine held by the court is \$1.00

## Payments Made to the Court

| Receipt | Type             | Date       | For  | Amount             |
|---------|------------------|------------|--|--------------------|
| 303699  | Electronic Trans | 07/12/2018 | Meadows, Jessica,<br>Seal Cert/Auth Copies | \$201.00<br>\$1.00 |
|         |                  |            | Sup Ct Filing Fee                          | \$126.00           |
|         |                  |            | Sup Ct Cost Bond                           | \$74.00            |
| 267422  | Electronic Trans | 07/03/2017 | Meadows, Jessica,<br>Petition              | \$83.00<br>\$35.00 |
|         |                  |            | Filing Fee - State                         | \$1.00             |
|         |                  |            | Automation Fee                             | \$8.00             |
|         |                  |            | NSC Education Fee                          | \$1.00             |
|         |                  |            | Dispute Resolution Fee                     | \$0.75             |
|         |                  |            | Indigent Defense Fee                       | \$3.00             |
|         |                  |            | Uniform Data Analysis                      | \$1.00             |

| Receipt | Type | Date | For                    | Amount  |
|---------|------|------|------------------------|---------|
|         |      |      | J.R.F.                 | \$6.00  |
|         |      |      | Filing Fee-JRF         | \$6.00  |
|         |      |      | Legal Aid/Services Fun | \$6.25  |
|         |      |      | Complete Record        | \$15.00 |

#### Payments Made by the Court

| Check   | Date       | To                     | Amount   |
|---------|------------|------------------------|----------|
| 9000949 | 07/12/2018 | Nebraska Supreme Court | \$126.00 |

#### Register of Actions

07/12/2018 Transcript Acceptance Letter  
eTranscript accepted by the Clerk of the Nebraska Supreme Court.  
Case 18-000684.  
Image ID D00553434b01

07/12/2018 Seal Cert/Auth Copies

07/12/2018 Transcript  
Transcript Volume 1 of 1 sent electronically.  
Image ID D00553426b01

07/12/2018 Appellate Court Letter of Acceptanc  
Court of Appeals Case Number: A-18-000684  
Image ID D00553351b01

07/12/2018 Note from Court Staff  
copy of appeal sent to Judge & Crt Rptr

07/12/2018 Cert-Supreme Ct/Crt of Appls  
Image ID D00553323b01

07/11/2018 Praecipe-Appeal Transcript  
This action initiated by party Jessica Meadows  
MM  
Image ID N18192EG6b01

07/11/2018 Praecipe-BOE  
This action initiated by party Jessica Meadows  
MM  
Image ID N18192EG2b01

07/11/2018 Notice-Appeal to Crt of Appeals  
This action initiated by party Jessica Meadows  
MM  
Image ID N18192EG0b01

06/12/2018 Dismissal with Prejudice  
This action initiated by Gary B Randall  
eNotice Certificate Attached  
Image ID 001688342b01

06/12/2018 Notice Issued on James W Crampton  
The document number is 00545879  
Notice of Dismissal-Civil  
E-MAILED jwcrampton@hotmail.com  
Image ID D00545879b01

06/12/2018 Notice Issued on Christopher D Jerram  
The document number is 00545878  
Notice of Dismissal-Civil  
E-MAILED cjerram@woglaw.com  
Image ID D00545878b01

03/13/2018 Motion Filed  
This action initiated by party Jessica Meadows  
Re: Jury Trial 4/20/18 1:15pm CR 316 /mg  
Image ID N18072EMwb01

02/20/2018 Order-Hearing  
This action initiated by Gary B Randall  
RE: DEFS Mot for Summ Judgment 05 17 18 900am CR 316 / RT eNotice Certifi  
cate Attached  
Image ID 001634157b01

02/16/2018 Order-Hearing  
This action initiated by Gary B Randall  
sum jdg 5-17-18 @ 9:00 ag eNotice Certificate  
Attached  
Image ID N18047H3SD01

02/16/2018 Notice-Take Deposition  
This action initiated by party James Prchal  
Re: Jessica Meadows 3/26/18 9am /mg  
Image ID N18047H3wb01

02/16/2018 Motion-Summary Judgment  
This action initiated by party James Prchal  
5/17/18 9am CR 316 /mg  
Image ID N18047H3MD01

02/15/2018 Pretrial Order  
This action initiated by Gary B Randall  
trail 6-18-18 @ 9:00 eNotice Certificate Attached  
Image ID 00163383BD01

01/09/2018 Signed Scheduling Order  
This action initiated by Gary B Randall  
RT eNotice Certificate Attached  
Image ID 001607097D01

12/20/2017 Scheduling Conference  
01 09 17 115pm / RT

12/20/2017 Signed Scheduling Order  
This action initiated by Gary B Randall  
RT eNotice Certificate Attached  
Image ID 001604458D01

12/19/2017 Proposed Scheduling Order  
This action initiated by James W Crampton  
  
Image ID 001561939D01

11/30/2017 Notice Issued  
The document number is 00497134  
Notice of Intent to Dismiss  
James W Crampton jwcrampton@hotmail.com  
Image ID D00497134D01

11/30/2017 Notice Issued  
The document number is 00497133  
Notice of Intent to Dismiss  
Christopher D Jerram cjerram@woglaw.com  
Image ID D00497133D01

10/06/2017 Notice-Service  
This action initiated by party Jessica Meadows  
  
Re: subp  
Image ID 001563687D01

10/06/2017 Notice-Service  
This action initiated by party Jessica Meadows  
Re: subp  
Image ID 001563686D01

09/07/2017 Notice-Service  
This action initiated by party Jessica Meadows  
Re: Answers /mg  
Image ID N17250308D01

08/01/2017 Notice-Service  
This action initiated by party James Prchal  
Re: Interrogs & Req /mg  
  
Image ID N172130AGD01

08/01/2017 Answer  
This action initiated by party James Prchal  
& counter claim kr  
Image ID N172130A6D01

07/07/2017 Return Summons/Alias Summons  
The document number is 00463912  
JB  
Served 07/06/2017  
Personal Service  
Served By S01  
Image ID N1718860CD01

07/03/2017 Summons Issued on James Prchal  
  
The document number is 00463912  
Image ID D00463912D01

07/03/2017 Praeipce-Summons/Alias  
This action initiated by party Jessica Meadows  
sl  
Image ID N17184P4D01

07/03/2017 Complaint-Praeipce  
This action initiated by party Jessica Meadows  
praepice filed separate  
sl  
Image ID N17184P4MD01

## Judges Notes

02/15/2018  
Randall, Gary, B  
This matter came up for a Scheduling Conference. Counsel for PLF, Jim Crampton failed to appear. Counsel for DEF, Chris Jerram appeared. Hearing set for Summary Judgment, 3/17/2018 at 9a.m. A 1 day Bench Trial set for 6/18/2018.  
Chris Jerram stated he would be preparing the Order for Summary Judgment. The Court will prepare the Pretrial Order.  
04/20/2018  
Randall, Gary, B  
Matter came up for Motion for Jury Trial. Jim Crampton appeared for

PLF, Chris Jerram appeared for DEF. Court deferred ruling on Motion for Jury Trial pending Summary Judgment.

05/18/2018

Randall, Gary, B

Matter came up for Summary Judgment. Jim Crampton appeared for PLF, Chris Jerram appeared for DEF. Matter taken under advisement. Jim Crampton given until 5/31/18 to submit a Brief in opposition. Chris Jerram to submit a Proposed Order.

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

|                  |   |                 |
|------------------|---|-----------------|
| JESSICA MEADOWS, | ) | CASE NO. CI 17- |
|                  | ) |                 |
| Plaintiff,       | ) |                 |
|                  | ) |                 |
| vs.              | ) | COMPLAINT       |
|                  | ) |                 |
| JAMES PRCHAL,    | ) |                 |
|                  | ) |                 |
| Defendant.       | ) |                 |

COMES NOW the Plaintiff, Jessica Meadows, and for her Complaint for damages, Plaintiff shows the court as follows:

1. Plaintiff is a resident of Douglas County, Nebraska. The Defendant is a resident of the State of Nebraska doing business in Omaha, Douglas County, Nebraska. This court has personal jurisdiction over the parties and jurisdiction over the subject matters alleged hereinafter.

2. This is an action for damages for breach of contract for sale of the business as stated hereinafter and tenancy of the premises located at 4302 S. 42nd St. in Omaha, Douglas County, Nebraska.

3. The Plaintiff purchased a bar business known as Jim's Last Call at the above described premises from the Defendant, James Prchal. A true and correct copy of the Purchase Agreement is attached hereto as Exhibit A.

4. The Purchase Agreement included a provision for a Real Estate Lease the terms of which include a monthly payment of \$900.00 for the leasing of the premises. A true and correct copy of the Real Estate Lease is attached hereto as Exhibit B.

5. The Defendant Prchal is experienced in the ownership of licenced liquor establishments and the Plaintiff has no experience. All documents involved with the sale were prepared by Prchal or by Prchal's agents at the direction of Prchal.

6. The Purchase Agreement has a provision for payment of a portion of the purchase price as agreed upon. Prchal had a loan at First National Bank and the business had checking accounts at First National Bank. Prchal requested Plaintiff make the payments on the Purchase Agreement debt by making his monthly payments from the business checking account to Prchal's debt. Prchal and Plaintiff went to First National Bank and Prchal "added" Plaintiff's name to two

of Prchal's checking accounts used for the operation of the business and Plaintiff "took over" the accounts. Plaintiff made deposits to the accounts from her operation of the business and caused payments to be made on Prchal's debt thereby making payments as agreed in the Purchase Agreement.

7. The Plaintiff timely performed all of her obligations under the Purchase Agreement and Real Estate Lease including payment of the payments for August on said agreements.

8. Plaintiff generally operated the business as her own, taking over utility payments in her name, arranging television services, hiring employees, purchasing equipment and all other duties involved in operating the bar without any assistance or contribution from Prchal. Plaintiff purchased all inventory that is for sale in the business including all the alcoholic beverages that were on the premises on August 6, 2015.

9. On or about August 1, 2015, Plaintiff paid Prchal the August rent payment in cash and was given a receipt for the payment. A true and correct copy of the receipt is attached hereto and marked Exhibit C.

10. On August 6, 2015, without notice of any kind, Plaintiff left for her vacation and on that evening at about 9:30 p.m., Prchal entered the premises without any notice, removed Plaintiff's employees and changed the locks. Plaintiff's employee called and notified Plaintiff. Prchal has never communicated with Plaintiff since that time. Plaintiff contacted Prchal numerous times without response other than "have fun". Prchal's companion, a woman named Stella McAfee, has made contact with Plaintiff threatening Plaintiff saying "you're done" and demanding the keys to the business safe.

11. On August 6, 2015, Prchal and McAfee remained in the business after removing Plaintiff's employees and sold Plaintiff's inventory and kept the money in Plaintiff's cash register.

12. For a period of about a week after August 6, the bar stayed closed but during that time Prchal sold the bar to Mike Foran on terms unknown to the Plaintiff.

13. On or about August 13, 2015, Mike Foran took possession of the bar and all of Plaintiff's inventory which had all been purchased by Plaintiff and equipment some of which had been purchased in the agreement with Prchal attached and some of which had been subsequently purchased by Plaintiff and the contents of the safe which included the Plaintiff's cash receipts from sales for a period of time. Foran had a "grand opening" and announced to the assembled customers

that he had bought the bar. To Plaintiff's best knowledge and belief, Foran continues to possess Plaintiff's remaining inventory, equipment and her personal items and the contents of the safe including the cash therein.

14. The Plaintiff was not familiar with the procedures involved in a transfer of ownership of a licensed establishment and Prchal was and is familiar with those procedures. The documents used in the sale from Prchal to Plaintiff were prepared by Prchal or by Prchal's agent at the instructions of Prchal and all interpretation of those documents should be construed against Prchal in favor of the Plaintiff.

15. Mike Foran had knowledge of the contract Plaintiff had made with Prchal and sought to take the benefit of Plaintiff's contract with Prchal unto himself. The Defendant Prchal and Mike Foran had engaged in a conspiracy to take the Plaintiff's business. Mike Foran intentionally interfered with the contract Plaintiff had made with Prchal with knowledge of the existence of said contract.

16. Plaintiff has been damaged by the breach of contract and interference with contract in a sum equal to the payments made to Prchal and such profit and income which Plaintiff would have derived and the value of the business less the amount unpaid on the contract as the benefit of the bargain and should be granted a judgment in favor of Plaintiff and against James Prchal for such damages as are proven at trial.

WHEREFORE, the plaintiff prays that the court grant to the Plaintiff judgment in such sum as may be found by the trier of fact and award the Plaintiff costs and attorney fees and for such other relief as the court deems just and equitable.

JESSICA MEADOWS, Plaintiff

By: 

James Walter Crampton #16220

1904 Farnam St. St. Suite 200

Omaha, Nebraska 68102

(402) 341-9929

ATTORNEY FOR PLAINTIFF

## PURCHASE AGREEMENT

This bill of sale and assignment and assumption agreement is entered into on December 2, 2014, between Jessica Meadows (the "**Buyer**"), and James Prchal (the "**Seller**"), which is owned by James Prchal (the "**Owner**"). Buyer offers to purchase from seller all rights, interests, profits, rents or whatever benefits associated with Last Call Inc., a Nebraska business, along with existing service contracts, licenses and all assets on hand. Seller agrees to provide managerial expertise regarding hospitality licenses to be included in the transfer.

The Seller owns and operates a Bar business known as Jim's Last Call located at 4302 S. 42<sup>nd</sup> st Omaha, NE 68107 (the "**Business**").

The Seller has agreed to sell and the Buyer has agreed to purchase the Purchased Assets (as defined below).

The Owner owns 100% of the outstanding equity of the Seller and has agreed to join in this agreement for the purpose of making certain representations and agreements.

Therefore, the parties agree as follows:

1. Sale of the Purchased Assets: Assumption of the Assumed Contracts. Subject to the provisions set forth in this agreement, as of midnight at the beginning of the date of this agreement (the "**Effective Time**"), the Seller hereby sells, conveys, assigns, and transfers to the Buyer the assets set forth on Schedule 1 (the "**Purchased Assets**") free and clear of any and all liens and encumbrances, and the Buyer hereby accepts the sale, conveyance, assignment, and transfer of the Purchased Assets and assumes the Buyer's obligations under the contracts listed on Schedule 1 (the "**Assumed Contracts**").

2. No Other Assumption of Liabilities. Except for the Assumed Contracts, the Buyer does not assume any obligation or liability of the Seller or the Owner, and the Seller or the Owner or both, as applicable, will continue to be liable for any and all liabilities of the Seller or the Owner or both. The Buyer does not assume any liability under the Assumed Contracts arising before the Effective Time. The Seller will not be the Effective Time.

3. Purchase Price. The purchase price is \$25,000.00 (the "**Purchase Price**"). The parties agree to allocate the Purchase Price among the Purchased Assets for all purposes (including tax purposes) in accordance with the allocation schedule attached to this agreement as Schedule 3. The Buyer shall pay the Purchase Price as follows:

- (1) \$5000.00 deposit, which has already been paid, will be credited to the Buyer.
- (2) \$20,000.00 will be paid in monthly payments as agreed upon.

Exhibit A

4. Representations and Warranties. The Seller and the Owner, jointly and severally, represent and warrant to the Buyer that all of the representations and warranties set forth on Schedule 4 are true and correct in all respects as of the date of this agreement.

5. Covenant Not to Compete; Nonsolicitation; Confidentiality. As further consideration for the Purchase Price, the Seller and the Owner each agree to abide by the noncompetition, nonsolicitation, and confidentiality obligations set forth on Schedule 5.

6. Proration of Expenses. Any costs associated with operating the Business in the ordinary course, including but not limited to payroll expenses and utility or similar charges, payable with respect to the period in which the Effective Time falls will be prorated based on the actual number of days applicable to the pre-Effective Time and post-Effective Time occupancy and use. The Seller will be liable for the prorated amount of all such expenses during the period through the Effective Time, and the Buyer will be liable for the prorated amount of all such expenses during the period after the Effective Time.

7. Survival. Except as otherwise provided in this agreement, the representations and promises of the parties contained in this agreement will survive (and not be affected in any respect by) the Effective Time for the applicable statute of limitations as well as any investigation conducted by any party and any information which any party may receive.

8. Further Actions. At any time and from time to time after the date of this agreement: (1) the Seller shall execute and deliver or cause to be executed and delivered to the Buyer such other instruments and take such other action, all as the Buyer may reasonably request, in order to carry out the intent and purpose of this agreement; and (2) the Buyer shall execute and deliver or cause to be executed and delivered to the Seller such other instruments and take such other action, all as the Seller may reasonably request, in order to carry out the intent and purpose of this agreement.

9. Governing Law: Venue. This agreement and the transactions contemplated hereby will be construed in accordance with and governed by the internal laws (without reference to choice or conflict of laws principles) of the State of Nebraska. Any suit, action, or other proceeding brought against any of the parties to this agreement or any dispute arising out of this agreement or the transactions contemplated hereby must be brought either in the courts sitting in Douglas County, Omaha, and by its execution and delivery of this agreement, each party accepts the jurisdiction of such courts and waives any objections based on personal jurisdiction or venue.

10. Assignment. No party may assign either this agreement or any of its rights, interests, or obligations hereunder without the prior written approval of each other party, except that the Buyer may assign any or all of its rights under this agreement, in whole or in part, without obtaining the consent or approval of any other party, (1) to any current or future affiliate of the Buyer, (2) to any entity into which the Buyer may be

merged or consolidated, (3) in connection with any acquisition, restructuring, merger, conversion, or consolidation to which the Buyer may be a party, or (4) to a lender to the Buyer or its affiliates as collateral security for current or future obligations owed by the Buyer or its affiliates to the lender.

11. Notices. All notices and other communications under this agreement must be in writing and given by first class mail, return receipt requested, nationally recognized overnight delivery service, such as Federal Express, or personal delivery against receipt to the party to whom it is given, in each case, at the party's address set forth in this section 11 or such other address as the party may hereafter specify by notice to the other parties given in accordance with this section. Any such notice or other communication will be deemed to have been given as of the date the applicable delivery receipt for such communication is executed as received or in the case of mail, three days after mailed.

If to the Seller or: \_\_\_\_\_

The Owner \_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

If to the Buyer \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

12. Miscellaneous. This agreement contains the entire agreement between the parties with respect to the subject matter hereof and all prior negotiations, writings, and understandings relating to the subject matter of this agreement are merged in and are superseded and canceled by, this agreement. This agreement may not be modified or amended except by a writing signed by the parties. This agreement is not intended to confer upon any person or entity not a party (or their successors and permitted assigns) any rights or remedies hereunder. This agreement may be signed in any number of counterparts, each of which will be an original with the same effect as if the signatures were upon the same instrument, and it may be signed electronically. The captions in this agreement are included for convenience of reference only and will be ignored in the construction or interpretation hereof. If any date provided for in this agreement falls on a day which is not a business day, the date provided for will be deemed to refer to the next business day. Any provision in this agreement that is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction will be ineffective only to the extent of such invalidity, illegality, or unenforceability without affecting in any way the remaining provisions hereof; provided, however, that the parties will attempt in

good faith to reform this agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. The Exhibits and Schedules to this agreement are a material part of this agreement and are incorporated by reference herein.

13. Buyer will be responsible for the parking lot both maintenance and clean up as well as all outside lights. Buyer will also be responsible for all appliances within the building.

*[Signature page follows.]*

Each of the undersigned has caused this bill of sale and assignment and assumption agreement to be duly executed and delivered as of the date appearing above.

**BUYER:**

*Jessica Meadows*

12-3-14  
Name: Jessica Meadows  
Title:

Witness #1 *Brian Koehler*  
Brian Koehler

**SELLER:**

*James Pichler*

Name:  
Title:

**OWNER:**

\_\_\_\_\_  
\_\_\_\_\_

**Schedule 1**

**Purchased Assets**

**"Purchased Assets"** means all of the assets of the Seller used or useful in the operation of the Business, including the following assets, but specifically excluding the Excluded Assets:

a) all books, records, mailing lists, customer lists, advertising and promotional materials, equipment maintenance records, and all other documents used by the Seller in the Business (whether in hard copy or electronic form);

b) All computers and related software, websites, office equipment, and office supplies used by the Seller in the Business;

c) Fixtures and furniture used by the Seller in the Business;

d) Phone system and any other technological equipment used by the Business;

e) The trade name "Last Call Inc." and associated goodwill and all copyrights, patents, trademarks, trade secrets, and other intellectual property and associated goodwill;

f) The telephone number \_\_\_\_\_;

g) The internet domain name www.\_\_\_\_\_.com and all variants owned by the Seller and/or used in the Business;

h) all social media accounts, including, without limitation Facebook, Google Plus, LinkedIn, Twitter and YouTube accounts, used in the Business; and

i) The "Inventory," as set forth on Exhibit A to this Schedule 1, all of which must be new re-sellable quality and not old stock, discontinued, or outdated materials. The Inventory will be determined by a physical count performed within five days before the Effective Time.

#### **Schedule 4**

#### **Representations and Warranties**

1. **Capitalization.** The only equity owner of the Seller is the Owner and no person has any existing right to purchase any equity of the Seller.

2. **Consents.** The Seller is not required to obtain the consent of any party to a contract or any governmental entity in connection with the execution, delivery, or performance by it of this agreement or the consummation of the transactions contemplated in this agreement.

3. **Compliance with Laws.** With respect to the operation of the Business by the Seller before the Effective Time, the Seller and its employees and officers are and at all times have been in compliance in all material respects with each law applicable to the Seller or to the operation of the Business.

4. **Taxes.** The Seller has, in respect of the Business, filed all tax returns that are required to be filed and has paid all taxes that have become due under the tax returns or under any assessment that has become payable or for which the Buyer may otherwise have any transferee liability. All monies required to be withheld by the Seller from employees for income taxes and social security and other payroll taxes have been collected or withheld and either paid to the respective governmental bodies or set aside in accounts for such purpose. Buyer will not be responsible for any "property taxes" associated with the building being as buyer is only purchasing the business.

5. **Litigation.** There are no claims or suits pending or, to the Seller's knowledge, threatened by or against the Seller (1) relating to or affecting the Business or Purchased Assets or (2) by or against any employee of the Seller relating to or affecting the Business or Purchased Assets. There are no judgments, decrees, orders, writs, injunctions, rulings, decisions, or awards of any court or governmental body to which the Seller is a party or is subject with respect to any of the Purchased Assets is subject.

6. **Financial Information: Ordinary Course.** The financial information the Seller provided to the Buyer is accurate, correct, and complete, is in accordance with the books and records of the Seller, and presents fairly the results of operation and financial condition of the Business in the ordinary course of business in the ordinary course before the Effective Time.

7. **Title: Condition of Purchased Assets.** The Seller conveys good and marketable title to all of the Purchased Assets free and clear of all liens and encumbrances. Pursuant to this agreement, the Seller conveys to the Buyer good and marketable title to all of the Purchased Assets, free and clear of all liens and encumbrances. The Inventory is salable in the ordinary course of business and consists of items that are current, standard, and first-quality. All equipment and signs are in working order and the premises will pass all inspections necessary to conduct the Business.

8. **Product Warranties.** The Seller provides no express or implied warranty, indemnification, or guarantee to any of its customers at any time in excess of the warranty provided by the applicable product manufacturer. Each product sold or service rendered by the Seller is and has been sold or rendered, as applicable, in conformity with all applicable contractual commitments and all express and implied warranties, and the Seller does not have any liability (and there is no basis for any present or future proceeding) for replacement or repair thereof or other damages, liabilities, or obligations in connection therewith.

## **Schedule 5**

### **Covenant Not to Compete; Non-Solicitation; Confidentiality**

1. The Seller and the Owner each covenants and agrees that neither the Seller nor the Owner will: (1) for a period of 3 years following the Effective Time own, manage, or be employed by (whether as an employee or independent contractor) a competing business within 20 miles of the Business; (2) or for a period of 3 years following the

Effective Date recruit or employ (whether as an employee or independent contractor) any of the Business's current employees or independent contractors.

2. The Seller and the Owner shall hold the Confidential Information in confidence and shall not use the Confidential Information for any purpose other than in furtherance of the Buyer's operation of the Business without the Buyer's express written consent. The Seller and the Owner recognize that Confidential Information involves one of the Buyer's valuable and unique assets. "**Confidential Information**" means information directly or indirectly involving the Business that is not available or open to the public generally.

3. The Seller and the Owner each has carefully read and considered the provisions of this Schedule 5 and, having done so, agrees that the restrictions set forth herein are fair and reasonable given the terms and conditions of this agreement, the nature of the Seller's and its affiliates' business, the area in which the Seller and its affiliates market their products and services, and the consideration being provided pursuant to this agreement. In addition, the Seller and the Owner each specifically agrees that the length, scope, and definitions used in the covenant not to compete and other restrictions set forth in this Schedule 5 are fair and reasonable.

4. The Seller and the Owner each acknowledges and agrees that its breach of any of the agreements in this Schedule 5 would result in irreparable damage and continuing injury to the Buyer. Therefore, in the event of any breach or threatened breach of such agreements, the Seller and the Owner each agrees that the Buyer will be entitled to an injunction from any court of competent jurisdiction enjoining such person or entity from committing any violation or threatened violation of those agreements.

## ***REAL ESTATE LEASE***

This Lease Agreement (this "Lease") is dated December 02, 2014, by and between James Prochal ("Landlord"), and Jessica Meadows ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the bar establishment (the "Premises") located at 4302 s 42nd st, omaha, ne 68107.

**TERM.** The lease term will begin on December 02, 2014 and will terminate on December 02, 2018.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly installments of \$900.00, payable in advance on the first day of each month, for a total lease payment of \$10,800.00. Lease payments shall be made to the Landlord at 4302 s 42nd st, omaha, NE 68107, which address may be changed from time to time by the Landlord.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES.** Tenant may use the Premises only for A bar business. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**PROPERTY INSURANCE.** Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

**RENEWAL TERMS.** This Lease shall automatically renew for an additional period of 4 years per renewal term, unless either party gives written notice of termination no later than 120 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

Exhibit B

## **MAINTENANCE.**

Landlord's obligations for maintenance shall include:

- the roof, outside walls, and other structural parts of the building

Tenant's obligations for maintenance shall include:

- the parking lot, driveways, and sidewalks, including snow and ice removal
- all other items of maintenance not specifically delegated to Landlord under this Lease.

**UTILITIES AND SERVICES.** Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

**REAL ESTATE TAXES.** Landlord shall pay all real estate taxes and assessments for the Premises.

**DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$0.00, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within sixty days, or if the cost of repair is \$0.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**LATE PAYMENTS.** For any payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of \$50.00.

**HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$35.00 for each check that is returned to Landlord for lack of sufficient funds.

**REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other

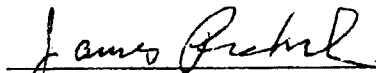
agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**LANDLORD:**

  
James Prchal

Date: December 02, 2014

**TENANT:**

  
Jessica Meadows

Date: December 02, 2014

date 8 / 01 / 15 No. 259001  
received from Jessica Meadows \$900<sup>00</sup> dollars  
amount nine hundred  
for payment of Rent  
☒ cash ☐ money order ☐ credit card ☐ check #  

|             |            |           |
|-------------|------------|-----------|
| amount due  |            |           |
| amount paid | <u>900</u> | <u>00</u> |
| balance     |            |           |

from 8-1-15 to 9-1-15  
signature J. Orshel 885WS

Exhibit C

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

JESSICA MEADOWS,  
Plaintiff,

vs.

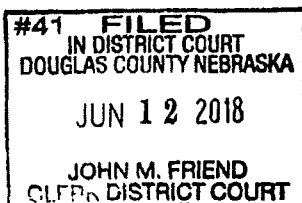
JAMES PRCHAL,  
Defendant.

) CASE NO: CI 17-5579  
)  
)  
)  
) ORDER GRANTING  
) DEFENDANT'S MOTION  
) FOR SUMMARY JUDGMENT  
) AND DISMISSAL WITH  
) PREJUDICE  
)

NOW before the Court for disposition is the Defendant's Motion for Summary Judgment. The matter came up for hearing before the undersigned on May 17, 2018. The Plaintiff appeared and was represented by counsel, James W. Crampton. Christopher D. Jerram appeared on behalf of the Defendant. Exhibits 1 and 2 were received into evidence for purposes of the Summary Judgment. Arguments were made and the parties each submitted briefs.

**STANDARDS FOR SUMMARY JUDGMENT MOTION**

On a motion for summary judgment, the question is not how the factual issue is to be decided but whether any real issue of material fact exists. *Cisneros v. Graham*, 294 Neb. 83, 881 N.W.2d 878 (2016). The court views the evidence in the light most favorable to the non-moving party and gives such party the benefit of all reasonable inferences deducible from the evidence. *Strode v. City of Ashland*, 295 Neb. 44, 886 N.W.2d 293 (2016). Summary judgment is proper when the pleadings and evidence admitted at the hearing disclose no genuine issue regarding any material fact or the ultimate inferences that may be drawn from those facts and that the moving party is entitled to judgment as a matter of law. *Id.*



A party moving for summary judgment makes a prima facie case for summary judgment by producing enough evidence to demonstrate that the movant is entitled to judgment if that evidence were uncontroverted at trial. *Cisneros v. Graham*, supra. Once the moving party makes a prima facie case, the burden shifts to the party opposing the motion to produce admissible contradictory evidence showing the existence of a material issue of fact that prevents judgment as a matter of law. *Id.*

The interpretation of a contract is a question of law. *Davenport Ltd. Partnership v. 75<sup>th</sup> & Dodge I, L.P., et al.*, 279 Neb. 615, 780 N.W.2d 416 (2010). Whether a contract is ambiguous is a question of law. *Id.* A contract is viewed as a whole in order to construe it. *Id.*

The interpretation of a statute is a question of law. *D & S Realty, Inc. v. Markel Ins. Co.*, 280 Neb. 567, 789 N.W.2d 1 (2010).

#### **FINDINGS OF UNDISPUTED FACTS**

1. The Plaintiff, Jessica Meadows, is now known as Jessica Segoviano as a result of her marriage to David Segoviano on November 17, 2015. Exhibit 1, p. 4:12-15; p. 6:17-23.
2. The Plaintiff worked as the manager of Jim's Last Call bar beginning July 1, 2014, months before entering into the Purchase Agreement and Lease with Defendant. Exhibit 1, p. 54:8:17; 55:3-15.
3. Before taking over as the manager of Last Call Saloon, the Plaintiff had previously worked in the bar business since 2006, serving as the Burke's Pub bar manager from 2006-2009, bartender at American GI Forum during 2010, bartender at Pop's Place, 2010-2011, working at the Corner Pocket bar, from 2011-2014, and working as the bartender at American Eagles Club during 2014. Exhibit 1, p. 57:1-20.

4. On December 2, 2014, the Plaintiff and Defendant entered into two separate written agreements regarding the purported sale of bar, Jim's Last Call and the lease of the business premises located at 4302 South 42<sup>nd</sup> Street in Omaha, Nebraska. Complaint Exhibits A & B.
5. The Purchase Agreement specifically included the Plaintiff's understanding that she was purchasing "any and all service contracts, licenses and all assets on hand, which included the liquor license previously in existence for the establishment. Complaint Exhibit A, p. 1;
6. The Plaintiff and Defendant both understood this language to mean that the liquor license was included in the sale. Exhibit 1, p. 13:11-14:4.
7. The Plaintiff's understanding of the first paragraph of the Purchase Agreement with regard to the term "licenses" meant that it included the liquor license. Exhibit 1, p. 62:10-13.
8. The Plaintiff knew she needed a liquor license to operate a bar. Exhibit 1, p. 58:2-3.
9. The Plaintiff agreed to pay \$25,000.00 to Prchal, with \$5,000.00 paid up front, and the Prchal carrying a balance of \$20,000.00, to be paid by Buyer in "monthly installment payments as agreed upon." Complaint Exhibit A.
10. The Purchase Agreement and the transactions contemplated therein are to be construed in accordance with Nebraska law. Complaint Exhibit A, p. 2.
11. The Plaintiff believed she owned the bar and it was "open and operating" until the Defendant changed the locks on or about August 6, 2015. Exhibit 1, p. 17:5-7; p. 23:14-17; p. 52:1-2.

12. The Lease Agreement required Plaintiff to pay \$10,800.00 in total rent, payable in monthly installments of \$900.00. Exhibit B, p. 1.
13. The Lease agreement required Plaintiff to comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other agreements, whether oral or written, relating to the subject matter of the Lease. Exhibit B, p. 3-4.
14. The Lease's subject matter included the lease of a "bar establishment ("the Premises") located at 4302 s 42<sup>nd</sup> st, omaha, ne 68107" (sic). Complaint Exhibit B, p. 1.
15. The use of the leased Premises was limited to use "for a bar business" and could not be used for any other purpose unless the landlord provided prior written consent. Complaint. Exhibit B, p. 1.

#### **CONCLUSIONS OF LAW**

1. **The Purchase Agreement regarding the business is void, ab initio, as an illegal contract.**

For at least one hundred twenty years, the Nebraska Supreme Court has recognized that the common law of this state renders unlawful contracts void ab initio. *Storz & Iler v. L.M. Finklestein*, 46 Neb. 577, 65 N.W. 195 (1895). The "Purchase Agreement" is an illegal contract because by its very terms it included "all licenses" held by the Seller which included the sale of Prchal's business' liquor license.

Nebraska law requires that any person or corporation engaged in the sale of alcoholic beverages obtain a liquor license issued by Nebraska Liquor Control Commission. Neb. Rev. Stat. §53-149 . An application must be filed with the Liquor Control Commission. Neb. Rev.

Stat. §53-131.01. Liquor licenses are not alienable or transferable. Neb. Rev. Stat. §53-149(1). A liquor license terminates upon the sale. Neb. Rev. Stat. §53-149(2); *Marsh & Marsh, Inc. v. Carmichael*, 136 Neb. 797, 287 N.W. 616 (1939)(License to sell liquors is not alienable, transferrable, or subject to encumbrance or hypothecation.). It is likewise prohibited by law for a licensee to allow another to operate or control the business. *Eleven Eighteen Co. v. Nebraska Liquor Control Commission*, 191 Neb. 572, 216 N.W.2d 720 (1974). Any note, mortgage, or other evidence of indebtedness, any security, or any lease or contract obtained or made contrary to the act shall be unenforceable and void. Neb. Rev. Stat. §53-170. The Plaintiff readily admits that she did not apply for her own liquor license after taking over the bar from Prchal.

Any person sells alcoholic liquor at any place within the state without having first obtained a valid license to do so under the Nebraska Liquor Control Act or violates any of the provisions of the act with respect to the manufacture, possession, distribution, or sale of alcoholic liquor or with respect to the maintenance of the licensed premises or who violates any other provision of the act for which a penalty is not otherwise provided, shall for a first offense be guilty of a Class IV misdemeanor and for a second or subsequent offense shall be guilty of a Class II misdemeanor. Neb. Rev. Stat. §53-1,100.

Accordingly, the contract between the Plaintiff and Defendant was, by its terms, an illegal contract and void as a matter of law.

**2. The doctrine of *in pari delicto* bars Plaintiff's recovery as a matter of law.**

The doctrine of "in pari delicto" bars Plaintiff's claims and recovery as a matter of law. This doctrine contemplates "When money has been paid upon an illegal contract, it is a general rule,

that if the contract be executed, and both parties are in *pari delicto*, neither of them can recover from the other the money so paid in an action." *Chambers v. Martin* (165 Neb. 482, 86 N.W.2d 49, 50 (1957) (when parties both acted wrongfully or illegally, i. e., are in *pari delicto*, a court of equity will leave him or them where they are, to abide the consequences of the wrongdoing.).

The court is mindful that the Plaintiff admits to having experience and employment as the manager of the Last Call from July 1, 2014 until its closure on or about August 6, 2015. She further admitted to have been employed as the bar manager at Burke's Pub from "late 2006 to early 2009." Exhibit 1, p. 57:1-20). Under Nebraska law, a manager of a licensed establishment is the person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska and shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant. Neb. Rev. Stat. §53-103.18.

**a. Ignorance of the law is not an excuse.**

Despite Plaintiff's personal experience working in bars spanning over a decade, she claims that she was unaware of the laws requiring her to obtain a liquor license and believed that the license was included as part to the Agreement. Despite the Plaintiff's admissions regarding her years of experience as a bar manager, the standard for summary judgment review requires the court to view the evidence in the light most favorable to the plaintiff and to accept such claim as true for the limited purpose of its consideration of the Motion for Summary Judgment. *Strode v. City of Ashland*, 295 Neb. 44, 886 N.W.2d 293 (2016).

However, the Plaintiff's claim still must be dismissed as a matter of law since ignorance of the law is not recognized as an excuse. *State ex rel. Nebraska State Bar Assn. v. Hollstein*, 202 Neb. 40, 274 N.W.2d 508 (1979)" ("We have repeatedly recognized the ancient maxim that ignorance of the law is no excuse. It is a maxim sanctioned by centuries of experience. \* \* \*") *State ex rel. Nebraska State Bar Assn v. Holscher*, 193 Neb. 729, 230 N.W.2d 75 (1975)("We have repeatedly recognized the ancient maxim that ignorance of the law is no excuse. It is a maxim sanctioned by centuries of experience. Citing, *Satterfield v. State* , 172 Neb. 275, 109 N.W.2d 415 (1961).

**3. The Lease Agreement is also void and unenforceable.**

The Lease Agreement required the Plaintiff to comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other agreements, whether oral or written, relating to the subject matter of the Lease. Exhibit B, p. 3-4. The Lease's subject matter included the lease of a "bar establishment ("the Premises") located at 4302 s 42nd st, omaha, ne 68107" (sic). Complaint Exhibit B, p. 1. The use of the leased Premises was limited to use "for a bar business" and could not be used for any other purpose unless the landlord provided prior written consent. Complaint. Exhibit B, p. 1.

It is undisputed and an operation of law that the liquor license previously held by Defendant ceased and was no longer valid or in force at as of December 2, 2014, the date of the Purchase Agreement. It further undisputed that the Plaintiff did not apply for a liquor license, had no liquor license and did not hold a Temporary Operator's Permit. Accordingly, she failed to comply with the Liquor Control Act. Her operation of the business including the sale of alcoholic beverages was illegal. To the extent that the Plaintiff has claimed that the Agreement

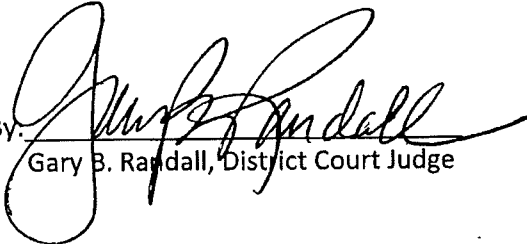
included a transfer of the previous liquor license as a part of the Purchase Agreement, the Lease must also fail as a matter of law. The very essence and core of the Lease Agreement was the use of the premises for operation by the Plaintiff as a bar and complying with all laws. She was, however, engaged in the sale of alcoholic beverages without a valid license.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the Defendant's Motion for Summary Judgment is granted.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Plaintiff's Complaint is dismissed, with prejudice with the costs of this action to be paid by Plaintiff.

Dated this 12 day of June, 2018.

By:

  
Gary B. Randall, District Court Judge

PREPARED AND SUBMITTED BY:  
Christopher D. Jerram #19730  
Woodke & Gibbons, PC, LLO  
619 N. 90th Street  
Omaha NE 68114  
(402) 391-6000; Fax (402) 391-6200  
[cjerram@woglaw.com](mailto:cjerram@woglaw.com)  
Attorney for Defendant

**CERTIFICATE OF SERVICE**

I, the undersigned, certify that on June 14, 2018 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

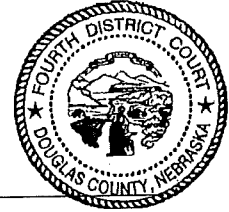
Christopher D Jerram  
cjerram@woglaw.com

James W Crampton  
jwcrampton@hotmail.com

Date: June 14, 2018

BY THE COURT:

*John M. Friend*  
CLERK



IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

JESSICA MEADOWS,

)

CASE NO. CI 17-5579

)

Plaintiff,

)

)

vs.

)

NOTICE OF APPEAL

)

JAMES PRCHAL

)

)

Defendant.

)

COMES NOW Jessica Meadows, Plaintiff, by and through her attorney, James Walter Crampton, and hereby gives notice of her appeal to the Court of Appeals from the Order of this Court dated June 12, 2018.

DATED July 10, 2018

JESSICA MEADOWS, Plaintiff

BY: /s/ James Walter Crampton  
James Walter Crampton, #16220  
1904 Farnam Street, Suite 200  
Omaha, Nebraska 68102  
(402) 341-9929  
Attorney for Plaintiff

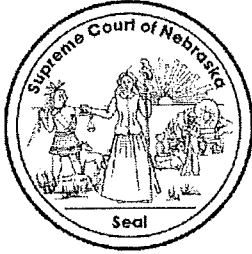
## Certificate of Service

I hereby certify that on Thursday, July 12, 2018 I provided a true and correct copy of the Notice-Appeal to Crt of Appeals to the following:

Prchal,James, represented by Christopher D. Jerram (Bar Number: 19730) service method:  
Electronic Service to cjerram@woglaw.com

Signature: /s/ Crampton,James,Walter (Bar Number: 16220)

D00553351D01



CLERK OF THE NEBRASKA SUPREME COURT  
AND NEBRASKA COURT OF APPEALS

2413 State Capitol, P.O. Box 98910  
Lincoln, Nebraska 68509-8910  
(402) 471-3731  
FAX (402) 471-3480

Wendy A. Wussow  
Clerk

Pamela J. Kraus  
Ashley J. Nolte  
Deputy Clerks

Shelley Holmberg  
Lori D. Oliveros  
Appellate Clerks

Laura Monsees  
Bailliff

July 12, 2018

Douglas County District Court  
Clerk's Office  
1701 Farnam Street, Rm. 300  
Omaha, NE 68183

Case Caption: Meadows v. Prchal  
Court of Appeals No: A-18-684  
Trial Court No: CI17-5579

Dear Clerk:

We have received and filed the certified copy of notice of appeal in the above-captioned case. Please record the Court of Appeals number and use it on all future correspondence and filings.

If we can be of further assistance, please feel free to contact our office.

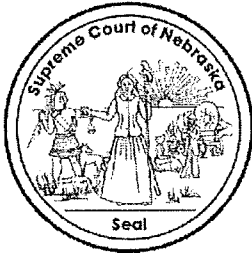
Very truly yours,

A handwritten signature in cursive script, reading "Wendy A. Wussow", is written over a horizontal line.

Wendy A. Wussow  
Clerk

**FILED BY**

Clerk of the Douglas District Court  
07/12/2018



CLERK OF THE NEBRASKA SUPREME COURT  
AND NEBRASKA COURT OF APPEALS

2413 State Capitol, P.O. Box 98910  
Lincoln, Nebraska 68509-8910  
(402) 471-3731  
FAX (402) 471-3480

Wendy A. Wussow  
Clerk

Pamela J. Kraus  
Ashley J. Nolte  
Deputy Clerks

Shelley Holmberg  
Lori D. Oliveros  
Appellate Clerks

Laura Monsees  
Bailiff

July 12, 2018

Douglas County District Court  
Clerk's Office  
1701 Farnam Street, Rm. 300  
Omaha, NE 68183

Case Caption: Meadows v. Prchal  
Court of Appeals No: A-18-684  
Trial Court No: CI17-5579

Dear Clerk:

We have received and filed the following in the above-captioned case.  
Transcript Pages 1-43

If we can be of further assistance, please feel free to contact our office.

Very truly yours,

A handwritten signature in cursive script, reading "Wendy A. Wussow", is written over a horizontal line.

Wendy A. Wussow  
Clerk

**FILED BY**

Clerk of the Douglas District Court  
07/12/2018