

## Nebraska Judicial Branch

## Case Summary

In the District Court of Dodge County  
 The Case ID is CI 18 0000209  
 Miller Pharmacy, I v. Celebrate Life, In  
 The Honorable Geoffrey Hall, presiding.  
 Classification: Contract Disputes  
 Filed on 04/19/2018  
 This case is Open as of 04/19/2018

*Testimony*

## Parties/Attorneys to the Case

Party	Attorney
Plaintiff ACTIVE Miller Pharmacy, Inc. 500 Energy Plaza 409 South 17th Street Omaha NE 68102	Luke J Klinker Olson, Boyer & Bloch, P.C. 409 South 17th Omaha NE 68102 402-341-6000
Defendant ACTIVE Celebrate Life, Inc. 1120 Walnut Street North Bend NE 68649 Alias is Birchwood Manor	

## Court Costs Information

Incurred By	Account	Date	Amount
Plaintiff	Petition	04/19/2018	\$35.00
Plaintiff	Filing Fee - State	04/19/2018	\$1.00
Plaintiff	Automation Fee	04/19/2018	\$8.00
Plaintiff	NSC Education Fee	04/19/2018	\$1.00
Plaintiff	Dispute Resolution Fee	04/19/2018	\$0.75
Plaintiff	Indigent Defense Fee	04/19/2018	\$3.00
Plaintiff	Uniform Data Analysis Fee	04/19/2018	\$1.00
Plaintiff	J.R.F.	04/19/2018	\$6.00
Plaintiff	Filing Fee-JRF	04/19/2018	\$6.00
Plaintiff	Legal Aid/Services Fund	04/19/2018	\$6.25
Plaintiff	Complete Record	04/19/2018	\$15.00
Plaintiff	Service Fees	04/27/2018	\$6.37

## Financial Activity

No trust money is held by the court  
 No fee money is held by the court

## Payments Made to the Court

Receipt	Type	Date	For	Amount
9019307	Non-Monetary Rec	07/03/2018	Miller Pharmacy, Inc.	\$6.37
			Service Fees	\$6.37
176193	Electronic Trans	04/19/2018	Miller Pharmacy, Inc.	\$83.00
			Petition	\$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
			J.R.F.	\$6.00
			Filing Fee-JRF	\$6.00
			Legal Aid/Services Fun	\$6.25
			Complete Record	\$15.00

## Register of Actions

03/07/2019 Order  
 This action initiated by Geoffrey Hall  
 status hearing set for 4-8-2019 at 1:30 PM eNotice Certificate Attached  
 Image ID J00049332D05

04/27/2018 Return Summons/Alias Summons  
 The document number is 00036195  
 Served 04/20/2018, Certified Mail  
 Image ID N18117ASUD05

04/20/2018 Praecipe-Summons/Alias  
 This action initiated by party Miller Pharmacy, Inc.  
  
 Image ID N18110E5AD05

04/19/2018 Summons Issued on Celebrate Life, Inc.  
 The document number is 00036195  
 Summons e-mailed  
 Image ID D00036195D05

04/19/2018 Complaint-Praecipe  
 This action initiated by party Miller Pharmacy, Inc.  
 Image ID N181098WOD05

## Judges Notes

03/07/2019  
 03-07-2019  
 Signed Order setting status hearing for 4/8/19 @ 1:30 p.m.



IN THE DISTRICT COURT OF DODGE COUNTY, NEBRASKA

MILLER PHARMACY, INC., )  
A Nebraska Corporation, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
CELEBRATE LIFE, INC. d/b/a )  
BIRCHWOOD MANOR, a Nebraska )  
Corporation, )  
 )  
Defendant. )

CASE NO. CI 18-\_\_\_\_\_

**COMPLAINT**

COMES NOW the Plaintiff, MILLER PHARMACY, INC. ("Plaintiff"), and for its causes of action against the Defendant, CELEBRATE LIFE, INC. d/b/a BIRCHWOOD MANOR ("Defendant"), states and alleges as follows:

**PARTIES**

1. Plaintiff is a corporation organized and existing under the laws of the State of Nebraska, with its principal place of business in Fremont, Dodge County, Nebraska. At all relevant times, Plaintiff was a duly registered and licensed pharmacy under the laws and regulations of the State of Nebraska.

2. Defendant is a corporation organized and existing under the laws of the State of Nebraska, with its principal place of business in North Bend, Dodge County, Nebraska. At all relevant times, Defendant was a duly registered and licensed nursing home and skilled nursing facility under the laws and regulations of the State of Nebraska, providing short term rehabilitation, long term care, outpatient therapy services and adult day care.

**JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction over Plaintiff's causes of action and personal jurisdiction over Defendant.

4. Venue is proper in this Court because this action is brought in a county (1) where the transaction(s) or some part of the transaction(s) occurred out of which the causes of action arose, and (2) where Defendant has its principal office address.

## FACTUAL ALLEGATIONS

5. On or about October 4, 2002, Plaintiff and Defendant entered into a Pharmacy Services Agreement, whereby Plaintiff agreed to furnish to Defendant drugs and biologicals, supplies, associated equipment, and related professional pharmacy services (the "Services"), and whereby Defendant agreed to pay and compensate Plaintiff for said Services. A true and accurate copy of the Pharmacy Services Agreement is attached hereto as Exhibit "A" and incorporated herein by this reference.

6. Several times throughout the course of the Pharmacy Services Agreement, and through the date of the filing of this Complaint, despite Plaintiff's proper provision of the Services in accordance with the Pharmacy Services Agreement, and despite due and proper invoices and demand from Plaintiff, Defendant has failed and refused to pay amounts due and owing under the Pharmacy Services Agreement and invoices issued thereunder, and Defendant has thus breached the Pharmacy Services Agreement.

7. Pursuant to the Pharmacy Services Agreement, Plaintiff is entitled to damages for Defendant's failure to pay for the Services. The amount due and owing Plaintiff under the Pharmacy Services Agreement is not less than \$597,637.35, which amount includes taxes and applicable fees/charges.

8. Separate from the Pharmacy Services Agreement, on or about May 4, 2012, Defendant, for value received, executed and delivered to Plaintiff a Promissory Note (the "Note") in the principal amount of \$220,758.78, and, with interest computed thereon at the rate of 16.7% per month on all past due amounts, or the highest rate permitted by law, whichever is less (16% under Nebraska law). Defendant promised to fulfill the obligations contained in the Note,. A true and accurate copy of the Note is attached hereto as Exhibit "B" and incorporated herein by this reference.

9. The Note provided for Defendant to pay monthly installments in satisfaction of the outstanding principal, all interest, and other costs of the money to be paid by Defendant to Plaintiff pursuant to the Note.

10. Defendant has failed and refused to pay monthly installments under the terms of the Note when due, and thus Defendant is in default of the Note. Upon information and belief, Defendant may also be in default under the Note based on other facts and circumstances.

11. The Note provides that Defendant's failure to pay monthly installments on time is an event of default, and that said event of default shall render the entire unpaid balances, less any unearned charges under the Note, immediately due and payable in full, without notice, together with all accrued unpaid interest, fees, and charges thereunder.

12. Under the Note, Defendant owes to Plaintiff the sum of \$256,080.15, which amount includes interest to April 18, 2018.

13. The Note was accompanied by a Security Agreement, executed by Defendant, in which Defendant granted a security interest to Plaintiff in all of Defendant's goods, inventory, instruments, chattel paper, documents, accounts, accounts receivable, general intangibles, payment intangibles, and any proceeds and all support obligations of any of the foregoing (the "Collateral"), to secure Defendant's payments and obligations under the Note.

14. Upon information and belief, Defendant is either still in physical possession of the Collateral, or the Collateral is in physical possession of a third party known to Defendant, and said Collateral is subject to the security interest of Plaintiff pursuant to the Security Agreement.

15. On or about August 7, 2017, Plaintiff duly and properly filed a Uniform Commercial Code Financing Statement covering the Collateral with the Nebraska Secretary of State (the "Financing Statement"). A true and accurate copy of the Financing Statement is attached hereto as Exhibit "C" and incorporated herein by this reference.

**COUNT I – BREACH OF CONTRACT (PHARMACY SERVICES AGREEMENT)**

16. Plaintiff incorporates the allegations contained in paragraphs 1 through 15 as though fully set forth herein.

17. Plaintiff provided Services to Defendant under the Pharmacy Services Agreement.

18. Pursuant to the Pharmacy Services Agreement, Defendant was obligated to pay the amounts called for under the Pharmacy Services Agreement to Plaintiff and all invoices or statements issued thereunder.

19. Plaintiff has performed all conditions precedent under the Pharmacy Services Agreement.

20. Notwithstanding, Defendant has failed and/or refused to pay to Plaintiff the amounts due under the Pharmacy Services Agreement, and Defendant is therefore in breach of the Pharmacy Services Agreement.

21. Defendant's failure/refusal to pay to Plaintiff the amounts due under the Pharmacy Services Agreement is the proximate cause of damages to Plaintiff.

WHEREFORE, on Count I, Plaintiff prays for judgment in its favor and against Defendant in an amount not less than \$597,637.35, together with prejudgment interest and postjudgment interest thereon at the contract and/or applicable rates, its costs incurred herein, its attorney's fees incurred herein, and any such other and further relief this Court deems proper, equitable, and just.

**COUNT II – BREACH OF CONTRACT (PROMISSORY NOTE)**

22. Plaintiff incorporates the allegations contained in paragraphs 1 through 15 as though fully set forth herein.

23. The Note is a contract.

24. Plaintiff performed all conditions precedent under the Note.

25. Defendant breached the terms of the Note by failing and refusing to pay Plaintiff the amounts due and owing under the Note, and may have breached the terms of the Note in other ways.

26. As a direct and proximate result of Defendant's breach, Plaintiff was damaged.

27. Defendant owes Plaintiff an amount not less than \$256,080.15, which amount includes interest.

WHEREFORE, on Count II, Plaintiff prays for judgment in its favor and against Defendant in an amount not less than \$256,080.15, together with prejudgment interest pursuant to the Note and postjudgment interest thereon at the contract and/or applicable rates, its costs incurred herein, its attorney's fees incurred herein, and any such other and further relief this Court deems proper, equitable, and just.

**COUNT III – UNJUST ENRICHMENT**

28. Plaintiff incorporate the allegations of paragraphs 1 through 15 above as if fully set forth herein.

29. Defendant knowingly accepted Services and the benefit of funds from Plaintiff.

30. Defendant knew that Plaintiff was not providing said Services and the benefit of funds as a volunteer and/or without expectation of repayment from Defendant.

31. Defendant received a benefit from Plaintiff's provision of Services and funds and has used the Services and funds to Defendant's benefit.



32. Defendant retained the benefits of the Services and funds, and in failing to pay for the Services and pay back the funds, has unjustly enriched itself at the expense of Plaintiff.

33. Therefore, and alternatively in the event that the Court determines the Pharmacy Services Agreement and/or the Note unenforceable as respects Defendant's obligation to pay amounts due under the Pharmacy Services Agreement and/or the Note, Plaintiff is entitled to recover not less than \$853,717.50, by which Defendant has unjustly enriched itself at the expense of Plaintiff.

WHEREFORE, on Count III, Plaintiff prays for judgment in its favor and against Defendant in an amount not less than \$853,717.50, together with prejudgment interest and postjudgment interest thereon at the applicable rate, its costs incurred herein, its attorney's fees incurred herein, and any such other and further relief this Court deems proper, equitable, and just.

#### COUNT IV – REPLEVIN

34. Plaintiff incorporates the allegations of paragraphs 1 through 15 above as if fully set forth herein.

35. Defendant has a valid security interest in the Collateral, pursuant to the Security Agreement.

36. Defendant has defaulted under the terms of the Note and the Security Agreement.

37. Upon information and belief, Defendant remains in possession of the Collateral, or has knowledge of a third party or third parties who are in possession of the Collateral.

38. Defendant's or the third party's (or third parties') retention of the Collateral is unlawful.

39. Demand is made for surrender of the Collateral, and Plaintiff is entitled to possession of said Collateral, pursuant to the Note and the Security Agreement and Financing Statement covering the Collateral, as well as pursuant to Nebraska law.

40. Plaintiff is entitled to money damages for diminution in value of the Collateral, and/or loss of use damages with respect to the Collateral, to be proven at trial.

WHEREFORE, on Count IV, Plaintiff prays for an Order of Replevin, requiring Defendant to turn over the Collateral to Plaintiff, and to the extent applicable, a judgment for diminution in value of the Collateral and/or loss of use damages with respect to the Collateral, its costs incurred herein, its attorney's fees incurred herein, and any such other and further relief this Court deems proper, equitable and just.



MILLER PHARMACY, INC., Plaintiff

By: /s/ Luke J. Klinker  
Luke J. Klinker, #23419  
FRASER STRYKER PC LLO  
500 Energy Plaza  
409 South 17th Street  
Omaha, NE 68102-2663  
(402) 341-6000  
(402) 341-8290 (Facsimile)  
lklinker@fslf.com  
ATTORNEYS FOR PLAINTIFF

1867591

## PHARMACY SERVICES AGREEMENT

This agreement is made this 4<sup>th</sup> day of October 2002 between  
Birchwood Manor (hereinafter referred to as "Facility") and  
Millers Pharmacy (hereinafter referred to as "Pharmacy").

WHEREAS, Facility desires to provide quality pharmaceutical services to it's residents, including the supplying of drugs and biologicals in an acceptable unit-of-dose packaging system; and

WHEREAS, Pharmacy is engaged in the business of supplying such services and is desirous of providing such services upon the terms set forth below;

NOW THEREFORE, in consideration of the mutual covenants contained herein, Facility and Pharmacy agree as follows:

### 1. DUTIES OF FACILITY

- A. Facility hereby engages Pharmacy as an independent contractor to furnish to it's residents drugs and biologicals, supplies, associated equipment and related professional pharmacy services.
- B. Facility shall hereby establish a policy specifying that the herein agreed unit-of-use drug packaging system must be utilized by all Facility residents.
- C. Facility agrees to provide Pharmacy with the status of each resident regarding source of reimbursement for all drugs, biologicals and supplies. Facility shall give Pharmacy reasonable access to all patient records necessary for the performance of its duties herein.

## 2. QUALIFICATION OF PHARMACY

Pharmacy represents to Facility that Pharmacy is duly registered and licensed in the State of Nebraska to dispense medication and provide pharmaceutical services, and that each individual rendering services to residents of Facility pursuant to this Agreement is professionally and legally qualified to provide said services.

## 3. DUTIES OF PHARMACY

- A. Supply of Pharmaceuticals. Pharmacy shall supply Facility patients with drugs, biologicals, medications, and other pharmaceutical supplies, upon receipt of a valid prescription order. Said items shall be delivered promptly to Facility without unreasonable delay unless said items are unavoidably out of stock or if for other reasons beyond the control of Pharmacy delivery cannot be made. Where Pharmacy is unable to supply said items within a reasonable time, Pharmacy shall promptly notify Facility in order that the items may be procured from another source.
- B. Twenty-Four Hour Availability. Pharmacy agrees to provide continuous availability of services, on a twenty-four (24) hour per day basis, each day of the year during the term of this Agreement. In the event of emergency situations or other immediate pharmaceutical needs of Facility or Facility patients, Pharmacy shall remain prepared to provide prompt supply and delivery of drugs, biologicals, medications and other pharmaceutical supplies.
- C. Labeling and Packaging. Pharmacy shall label and package all drugs and biologicals supplied according to currently accepted professional principles, including appropriate accessory and cautionary instructions as well as an expiration date. All labeling shall conform to all Federal and State laws and nursing facility regulations.
- D. Unit-of-Use Packaging. Pharmacy shall package all solid, oral medication dosage forms in the Opus drug packaging system as required by facility policy.

- E. Mobile Medication Carts. Pharmacy shall provide Facility with acceptable mobile medication carts in such numbers as to adequately meet the needs of Facility. Pharmacy shall provide all necessary repairs to ensure that said mobile medication carts are maintained in acceptable working order.
- F. Multi-Provider Clause. Pharmacy shall, upon written proof of purchase, match any competitive Unit-of-Use packaging price of medications for private pay residents to assure Facility has one and only one Pharmacy Provider.

#### 4. INDEMNITY

Pharmacy agrees to hold harmless, and defend Facility, its Administrator, and employees against all claims, losses, damages, or lawsuits arising from the sale of products or providing of pharmaceutical services to Facility's patients hereunder.

#### 5. INSURANCE

Pharmacy shall at all times during the term of this Agreement, maintain in force a policy of professional liability insurance in an amount adequate to cover risks inherent in the supply of pharmaceutical products and services hereunder.

#### 6. TERM OF AGREEMENT

- A. This Agreement shall continue in effect from the date hereof for a period of 2 years. Upon expiration of said period, this Agreement shall be automatically renewed for additional terms of 2 years unless notice of termination is received, in writing, by either party sixty (60) days prior to the expiration of any term.
- B. Either party may terminate this Agreement for any reason by providing sixty (60) days written notice to the other party.
1. If Pharmacy terminates the Agreement prior to the expiration date of any term, then Pharmacy must allow Facility the right to purchase any mobile medication carts in use at Facility if Facility chooses to do so. The

value of said mobile medication carts shall be the then current depreciated value.

- 2. If Facility terminates the Agreement prior to the expiration date of any term, then Facility must purchase any mobile medication carts in use at Facility at the then current depreciated value.

7. MISCELLANEOUS

- A. Neither party hereto shall delegate responsibilities nor assign rights acquired hereunder without the prior written approval of the other party.
- B. This Agreement shall be binding upon and enforceable by the parties and their respective representatives and successors in interest.
- C. All notices to be given under the provisions of this Agreement shall be given to Facility at 1120 Walnut St, North Bend and to Pharmacy at 1900 E Military Ave Fremont. Further, either party may amend its address for the purpose of this provision by given written notice to the other party. Unless otherwise agreed in writing, said notices shall be sent by certified mail, return receipt requested.

ACCEPTED BY:

ACCEPTED BY:

Pharmacy:

Facility:

Miller Pharmacy  
Name of Pharmacy

Birchwood Manor  
Name of Facility

[Signature]  
Representative

[Signature]  
Representative

8-28-02  
Date

8/28/02  
Date

**Promissory Note and Security Agreement  
State of Nebraska**

Dated: May 4, 2012

Debtor Full Legal Name: Celebrate Life, Inc.

DBA Name: Birchwood Manor

Principal Amount: \$220,758.78

Payee (name and address): Miller Pharmacy  
1900 E. Military  
Freemont, NE 68025  
Att: Mr. Ken McElhose

\*\*\*\*\*

**Promise to pay.** For value received, the receipt and sufficiency of which are hereby acknowledged, the undersigned customer, jointly and severally, as principals and not as sureties, promise to pay to the order of the Payee designated above the Principal Amount designated above, in accordance with the terms of this Promissory Note and Security Agreement.

Payments. Principal of \$220,758.78 are due as follows:

Sixty equal monthly installments in the amount of \$3,679.31 with the first installment being due and payable on June 30, 2012 and with each subsequent monthly installment being due on the same day of each month thereafter until paid in full.

All payments, principal, and interest are payable to MILLER PHARMACY at the address designated above. This note may be prepaid at any time in whole or in part, without penalty.

**Events of Default.** The following constitute events of default: (a) not paying on time; (b) not performing on time; (c) bankruptcy, insolvency, or assignment for the benefit of creditors with respect to the undersigned; or (d) any misrepresentation by the undersigned. In the event of default, MILLER PHARMACY may declare all unpaid balances, less any unearned charges, immediately due and payable in full, without notice, and exercise all rights and remedies allowed by applicable law. The undersigned agrees to pay interest on past due amounts from date due until paid at the rate of .167 per month, or the highest rate permitted by law, whichever is less. The undersigned agrees to pay all of MILLER PHARMACY's costs of collection, including attorneys' fees and expenses, unless expressly prohibited or limited by applicable law. Customer also agrees to pay MILLER PHARMACY a \$50 fee for each returned item (whether check or ACH) that is dishonored for any reason, or such greater amount allowed by law.

**Security Agreement.** The undersigned hereby grants to Payee a security interest in all presently owned or hereafter acquired property of the undersigned consisting of: (a) goods; (b) inventory; (c) instruments; (d) chattel paper; (e) documents; (f) accounts; (g) accounts receivable; (h) general intangibles; (i) payment intangibles; and (j) any proceeds and all support obligations of any of the foregoing (together called the "collateral"). The collateral secures the undersigned's liabilities and obligations under this promissory note and security agreement, whether now existing or hereafter arising, including any extension, renewal or modifications thereof. The undersigned authorizes Payee to file a financing statement describing the collateral. The undersigned agrees to sign and file any financing statements, receipts, and other documents deemed necessary by Payee to protect the rights of Payee.



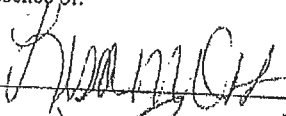
Certain waivers. The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, notice of default, notice of intention to accelerate, notice of acceleration, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgment of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive.

Governing law; forum for disputes. This promissory note and security shall be governed by and interpreted in accordance with the laws of the STATE OF NEBRASKA, without regard to the conflicts of law provisions thereof. All actions and proceedings arising from, relating to or in connection with this application or credit agreement is subject to the exclusive venue and jurisdiction of any federal or state court located in the STATE OF NEBRASKA. The undersigned hereby waives any right the undersigned may have to transfer or change the venue of any litigation filed regarding any actions or proceedings arising from, relating to or in connection with the undersigned obligations. In each instance, all charges and fees, and Payee's rights and remedies, are subject to and automatically constrained by applicable law.

T

Signed in the presence of:

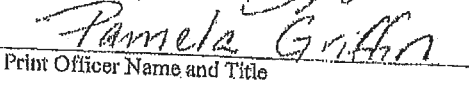
Witness:



Debtor:

  
Celebrate Life, Inc.

Debtor:

  
Print Officer Name and Title



NE Sec. of State-UCC

9817997174-1

Filed: 08/07/2017 03:08 p.m.

CELEBRATE LIFE, INC.

Pg: 1 of 1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
PAUL J. HALBUR (4023416000)

B. E-MAIL CONTACT AT FILER (optional)  
CORPORATEPARALEGAL@FSLF.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME  
OR CELEBRATE LIFE, INC.

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
1120 WALNUT STREET NORTH BEND NE 68649 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME  
OR BIRCHWOOD MANOR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
1120 WALNUT STREET NORTH BEND NE 68649 USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME  
OR MILLER PHARMACY, INC.

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
1835 E. MILITARY AVE, SUITE 113 FREMONT NE 68026 USA

4. COLLATERAL: This financing statement covers the following collateral:  
ALL (A) GOODS; (B) INVENTORY; (C) INSTRUMENTS; (D) CHATTEL PAPER; (E) DOCUMENTS; (F) ACCOUNTS; (G) ACCOUNTS RECEIVABLE; (H) GENERAL INTANGIBLES; (I) PAYMENT INTANGIBLES; AND (J) ANY PROCEEDS AND ALL SUPPORT OBLIGATIONS OF ANY OF THE FOREGOING.

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, Item 17 and instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  Public-Finance Transaction  Manufacture/Home Transaction  A Debtor is a Transmitting Utility  Agricultural Loan  Non-UCC Filing

6b. Check only if applicable and check only one box:  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensee

8. OPTIONAL FILER REFERENCE DATA:  
17766\*57845

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

International Association of Commercial Administrators (IACA)

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

MIDWEST SCAFFOLD SERVICE, LLC, )

CASE NO. CI 18-\_\_\_\_\_

Plaintiff, )

vs. )

**PRAECIPE FOR SUMMONS**

OWENS RESTORATION, LLC, a )  
Nebraska limited liability company; )  
ROBERT OWENS, an individual; and )  
JESSICA OWENS, an individual, )

Defendant.

TO THE CLERK OF SAID COURT:

Please issue summons for service by certified mail service upon the above-named Defendants as follows:

OWENS RESTORATION, LLC  
3509 GATEWAY ROAD  
ELKHORN, NE 68022

ROBERT OWENS  
2930 W ROAD  
BRAINARD, NE 68626-3080

JESSICA OWENS  
2930 W ROAD  
BRAINARD, NE 68626-3080

MIDWEST SCAFFOLD SERVICE, LLC,  
Plaintiff

BY: /s/ Luke J. Klinker  
Luke J. Klinker, #23419  
Katherine M. Matejka, #26362  
FRASER STRYKER PC LLO  
500 Energy Plaza  
409 South 17th Street  
Omaha, Nebraska 68102-2663  
(402) 341-6000  
(402) 341-8290 (Facsimile)  
[lklinker@fraserstryker.com](mailto:lklinker@fraserstryker.com)  
[kmatejka@fraserstryker.com](mailto:kmatejka@fraserstryker.com)  
ATTORNEYS FOR PLAINTIFF