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Nebraska Judicial Branch

Case Summary

In the County Court of Douglas County
 The Case ID is PR 19 0001743
 James D Severa, Deceased
 The Honorable Grant Forsberg, presiding.
 Classification: Informal Testate
 Filed on 11/12/2019
 This case is Open as of 11/12/2019

Parties/Attorneys to the Case

Party	Attorney
Deceased ACTIVE James D Severa	
Personal Representative ACTIVE Julie A Otten 3807 Burt Street Omaha NE 68131	James R Place Montana Building 2813 South 87th Avenue Omaha NE 68124 402-399-9200
Petitioner INACTIVE Julie A Otten 3807 Burt Street Omaha NE 68131	James R Place Montana Building 2813 South 87th Avenue Omaha NE 68124 402-399-9200
Interested Party ACTIVE James T Severa 3807 Burt Street Omaha NE 68131	
Claimant ACTIVE Nebraska DHHS PO Box 95026 Lincoln NE 68509	
Demandant ACTIVE Nebraska Attorney Generals Office 2115 State Capitol Lincoln NE 68509	
Demandant ACTIVE Ronald Stanger 1905 Harney Street, Suite 600 Omaha NE 68102	Barbara J Prince 1905 Harney Street, Ste 600 Omaha NE 68102 402-319-6314
Demandant ACTIVE Bernice Phillips Madonna Rehabilitation Hospital 5401 South Street Lincoln NE 68506	

Case Schedule Information

Show Cause Hrg is scheduled
 for 06/02/2020 at 09:30 AM in room Douglas Co. Ctrm. #330
 Inventory is due

Court Costs Information

Incurred By	Account	Date	Amount
Petitioner	Filing Fees	11/12/2019	\$16.00
Petitioner	NSC Education Fee	11/12/2019	\$1.00
Petitioner	Dispute Resolution Fee	11/12/2019	\$0.75
Petitioner	Indigent Defense Fee	11/12/2019	\$3.00
Petitioner	Uniform Data Analysis Fee	11/12/2019	\$1.00
Petitioner	J.R.F.	11/12/2019	\$2.00
Petitioner	Filing Fee/JRF	11/12/2019	\$6.00
Petitioner	Legal Aid/Services Fund	11/12/2019	\$6.25
Petitioner	Seal Affixed	11/12/2019	\$1.00
Petitioner	Automation Fee	11/12/2019	\$8.00

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
3746501	Check	11/12/2019	Otten, Julie, Anne,	\$45.00
			Filing Fees	\$16.00
			NSC Education Fee	\$1.00
			Dispute Resolution Fee	\$.75
			Indigent Defense Fee	\$3.00
			Uniform Data Analysis	\$1.00
			J.R.F.	\$2.00
			Filing Fee/JRF	\$6.00
			Legal Aid/Services Fun	\$6.25
			Seal Affixed	\$1.00
			Automation Fee	\$8.00

Register of Actions

03/18/2020 Order-Hearing Issued
The document number is 05287455
Document Number 5287455 Hrg originally scheduled 03.27.20 has been
rescheduled by the court 06.02.20930 am CR 330 due to COVID-19 *kg*
Image ID D05287455C01

03/18/2020 Order-Continuance
This action initiated by Grant Forsberg
OTSCHRG continued from 03/27/2020 See OHRG Issued for Image *kg*

02/14/2020 Order-Hearing Issued
The document number is 05250106

Inventory is due by 3/27/2020 @ 10 am Crt rm 330 mh
Image ID D05250106C01

01/31/2020 Withdraw Claim
This action initiated by party James D Severa
Received pmt - John A Gentleman Mortuaries jw
Image ID N20031w8GC01

01/17/2020 Statement of Claim (15:2)
Madonna Rehab Hosp
dh
Image ID P00677066C01

01/10/2020 Statement of Claim (15:2)
John A Gentlemen Mort
Image ID P00678628C01

01/10/2020 Note from Court Staff
Copy of published Notice to Creditors mailed per Demand for Notice to Madonna Rehabilitation Hospital 01.10.2020. vb

01/09/2020 Demand for Notice (15:1)
Demand Number 33015 Demandant Madonna Rehabilitation Hospital
Copy mailed to PR and Attorney 01.10.2020. vb eNoticed
Image ID P00678435C01

12/23/2019 Ntc-Disallow Claim
This action initiated by party Julie A Otten
10424.24 efiled mh
Image ID N19357AP6C01

12/23/2019 Ntc-Disallow Claim

This action initiated by party Julie A Otten
\$1200.00 efiled mh
Image ID N19357AP4C01

12/19/2019 Statement of Claim (15:2)
NE DHHS Medicaid --- See efile for image
dh

12/19/2019 Statement
This action initiated by party Nebraska DHHS
Statement of Claim: NE DHHS eFiled
tl
Image ID N19353U0EC01

12/11/2019 Note from Court Staff
Copy of Application and Creditors Notice mailed per Demand for Notice to

Barbara J Prince Law Office 12.11.19. vb

12/11/2019 Note from Court Staff
Copy of Application and Creditors Notice mailed per Demand for Notice to
Nebraska Attorney Generals Office 12.11.19. vb

12/10/2019 Statement of Claim (15:2)
B. Prince OBO R. Stanger
Image ID P00673207C01

12/10/2019 Demand for Notice (15:1)
Demand Number 32804 Demandant Barbara Prince OBO Ronald Stanger
Mailed copy to Attorney and PR 12.11.19. vb eNoticed
Image ID P00674219C01

12/09/2019 Statement of Claim (15:2)

Omnicare/DCM
Image ID P00673233C01

12/05/2019 Demand for Notice (15:1)
Demand Number 32776 Demandant Vicki L. Adams
Mailed copy to Attorney and PR. vb eNoticed
Image ID P00673355C01

12/03/2019 Aff-Publication
This action initiated by party Julie A Otten
The DR
dh
Image ID P00673290C01

11/26/2019 Aff-Mailing Notice
This action initiated by party James D Severa

E-filed Informal Appointment of PR and Notice to Creditors
vb
Image ID N19330FWSC01

11/13/2019 Note from Court Staff
Ntc to Creditors was sent to DR by senddoc mh

11/13/2019 Note from Court Staff
1 cc of PR letter in box under James Place mh
File returned to shelf.

11/13/2019 General Appearance
mh
Image ID P00670516C01

11/13/2019 Letters of PR
mh
Image ID P00670519C01

11/13/2019 Ntc-Creditor/Inf Prob/Appt PR
DR mh
Image ID P00670522C01

11/13/2019 Registrar Stmt-Inf Probate
mh
Image ID P00670510C01

11/13/2019 Cert-Probate of will
mh
Image ID P00670513C01

11/13/2019 Note from Court Staff
File to mh for processing cjm

11/13/2019 Note from Court Staff

File to c1m for review/signature. mh

11/13/2019 Note from Court Staff
Case file passed to mh for audit including reg stmt/crd ntc.
vb

11/12/2019 Accept Appt-Estate
Julie Anne Otten
vb
Image ID P00670168C01

11/12/2019 will
vb
Image ID P00670165C01

11/12/2019 Check Demand Index
None found
vb

11/12/2019 App-Inf Probate of Will/Appt of PR
This action initiated by party Julie A Otten
vb
Image ID P00670125C01

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF)

No. PR 19-1743

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APPLICATION FOR INFORMAL
PROBATE OF WILL AND
INFORMAL APPOINTMENT OF
PERSONAL REPRESENTATIVE

JAMES DENNIS SEVERA, Deceased

Judge Forsberg

APPLICANT STATES:

1. Applicant is an interested person as defined by the Nebraska Probate Code § 30-2209 (21).

2. Name of Decedent: James Dennis Severa

Date of Death: November 4, 2019

Age at Date of Death: 69 Years

Domicile at Date of Death: Douglas County, Nebraska

3. Venue for this proceeding is proper in this county because:

the Decedent was a domiciliary of this county at the date of death.

the Decedent was not domiciled in Nebraska, but property of Decedent was located in this county at the date of death.

4. No Personal Representative has been appointed in this state or elsewhere.

5. Applicant has not received a Demand for Notice and is unaware of any demand for notice of any probate or appointment proceeding concerning the Decedent that may have been filed in this state or elsewhere.

6. The Decedent's Will, dated May 6, 2019, if not presently in the possession of this Court, accompanies this Application and is hereby filed with this Court and offered for probate.

7. The Applicant, to the best of Applicant's knowledge, believes the Will dated May 6, 2019 to have been validly executed, and after the exercise of reasonable diligence, Applicant is unaware of any instrument revoking the Will, and believes that said Will constitutes Decedent's last Will.

8. Applicant nominates Julie Anne Otten as Personal Representative, who is qualified and whose status of priority is **named in Will**.

FILED
COUNTY COURT
PROBATE DIVISION

NOV 12 2019

Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA



P00670125C01

Other individuals having prior or equal right to appointment are _____.

The nominated Personal Representative is neither indebted to the estate nor a creditor of the estate.

The nominated Personal Representative is either indebted to the estate nor a creditor of the estate.

9. A bond is required.

No bond is required because **As stated in Decedent's Last Will & Testament.**

10. The name, relationship and address of Decedent's spouse, children (all of whom are children of any surviving spouse unless otherwise stated), heirs, devisees, and other interested parties, and ages of those who are minors, and those who are incompetent so far as known or ascertainable by reasonable diligence by Applicant, are:

<u>NAME</u>	<u>ADDRESS</u>	<u>RELATIONSHIP</u>	<u>BIRTH DATE (IF MINOR)</u>
Julie Anne Otten	3807 Burt Street, Omaha, NE 68131	Wife	N/A
James Theodore Severa	3807 Burt Street, Omaha, NE 68131	Son	N/A

11. Decedent had no change of marital status or the birth or adoption of any children after execution of the Will; no child of the Decedent has been born since Decedent's death; and no birth of a child of the Decedent is anticipated.

WHEREFORE, Applicant requests that the Registrar issue a written Statement of Informal Probate; that the above nominee be informally appointed the Personal Representative without bond; that the administration of the estate be unsupervised; and that letters of appointment be issued to said Personal Representative.

DATED this 12 day of November 2019.

Julie Anne Otten
Signature of Applicant – Julie Anne Otten
3807 Burt Street
Omaha, NE 68131

PREPARED AND SUBMITTED BY:

**James R. Place, #13343
Place Law Office
Montana Building
2813 South 87th Avenue
Omaha, NE 68124
(402) 399-9200
Attorney for the Estate of
James Dennis Severa**

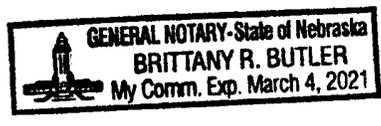
STATE OF Nebraska)
)ss.
COUNTY OF Douglas)

Julie Anne Otton the undersigned, being first duly sworn on oath, deposes and says that the undersigned is the Applicant named in the foregoing Application, that the undersigned has read it, knows the contents therein, and that the facts therein contained are accurate and complete to the best of the undersigned's knowledge and belief.

Julie Anne Otton
Signature of Applicant

SUBSCRIBED AND SWORN to before me on this 10 day of November
2019.

(SEAL)



Brittany R Butler
Notary Public

FILED
COUNTY COURT
PROBATE DIVISION
NOV 12 2019
Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA

PR 19-1743

WILL

FILED
COUNTY COURT
PROBATE DIVISION

NOV 12 2019

Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA



P00670165C01

LAST WILL AND TESTAMENT

OF

JAMES DENNIS SEVERA

I, **JAMES DENNIS SEVERA**, of Omaha, Douglas County, Nebraska, being of legal age and of sound and disposing mind and memory, and not acting under duress, menace, fraud or undue influence of any person whomsoever, do hereby make, publish and declare this Instrument to be my **LAST WILL AND TESTAMENT**, hereby revoking all other Wills, Codicils and Trusts heretofore made by me.

ARTICLE I

I declare that I am married to **JULIE ANNE OTTEN**, and I declare that I have One (1) living Child, namely: **JAMES THEODORE SEVERA** of Omaha, Nebraska.

Any reference to "my Child" or "my Children" throughout this **LAST WILL AND TESTAMENT** shall mean the above-named Child only and any such natural or adopted Child(ren) as shall survive me.

ARTICLE II

I hereby direct and will that the reasonable costs and associated expenses of my last illness, funeral, burial or cremation, monument or marker, and all legally enforceable debts and claims filed against my Estate be paid by my Personal Representative, hereinafter named, when the same become due or as soon as may be practicable after my death. I further give my Personal Representative complete discretion with respect to all arrangements for my funeral, burial or cremation, and monument or marker, including perpetual care of my grave site (if any), all of which costs shall be borne by my Estate.

Three handwritten signatures are present at the bottom of the page, each written over a horizontal line. The first signature is on the left, the second is in the middle, and the third is on the right.

**FILED
COUNTY COURT
PROBATE DIVISION**

NOV 12 2019

**Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA**

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF)

NO. PR 19-1743

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ACCEPTANCE OF
APPOINTMENT

JAMES DENNIS SEVERA, Deceased

The undersigned hereby accepts appointment as Personal Representative of this estate, accepts the duties of said office, and submits personally to the jurisdiction of this Court in any proceeding relating to the estate that may be instituted by any interested person, as defined by the Nebraska Probate Code.

DATED this 10 day of November 2019

Julie Anne Otten

Signature of Personal Representative

Julie Anne Otten
3807 Burt Street
Omaha, NE 68131

PREPARED & SUBMITTED BY:

James R. Place, #13343
Place Law Office
Montana Building
2813 South 87th Avenue
Omaha, NE 68124
(402) 399-9200
Attorney for the Estate of
James Dennis Severa

FILED
COUNTY COURT
PROBATE DIVISION

NOV 12 2019

Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA



P00670168C01

STATE OF NEBRASKA	LETTERS OF PERSONAL REPRESENTATIVE	PR 11 (10/92)
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**Douglas County Court, Probate Division
1701 Farnam Street, 3-West, Omaha, Nebraska 68183 (402) 444-7152**

**IN THE MATTER OF THE
ESTATE OF:**

Case No.: PR19-1743

JAMES DENNIS SEVERA
Deceased

To: JULIE ANNE OTTEN

WHEREAS, JAMES DENNIS SEVERA died on November 4, 2019, and on November 13, 2019, you were appointed and have qualified as Personal Representative of the above named decedent by the Registrar of this Court.

NOW THEREFORE, your appointment is hereby confirmed, and this Letter of Personal Representative is issued as evidence of such appointment and qualification and authority of said **JULIE ANNE OTTEN** to do and perform all acts which may be authorized or required by law. You are required to file an inventory within 90 days after your appointment. Limitation(s) of powers specified by will or Court order as of the date of certification of this Letter are as follows:

IN WITNESS WHEREOF, I have placed my signature and the seal of said Court on this 13 day of Nov, 2019.
Day Month



BY THE COURT

Caule Mills
(Registrar)

NOV 13 2019



P00670519C01

STATE OF NEBRASKA

DEMAND FOR NOTICE

CC 15:1 REV 02/18
Neb. Rev. Stat. § 30-2413

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF

CASE No. PR 19-1743

James Dennis Severa, Deceased.

DEMAND FOR NOTICE

1. Pursuant to Nebraska Probate Code Section 30-2413, the undersigned demands mailed notice pursuant to Nebraska Probate Code Section 30-2220(a)(1) of any of the following Orders or filings pertaining to the estate of the deceased:

- Application for Informal Probate of Will
- Application for Informal Appointment of Personal Representative
- Inventory and any Supplemental Inventory
- Copy of published Notice to Creditors mailed within five days of publication
- Other (specify) _____

2. Demandant has the following financial or property interest in the estate of the deceased.

The decedent has been the subject of an investigation by the Medicaid Fraud and Patient Abuse Unit of the Nebraska Attorney General's Office. The investigation is continuing and there is a potential for a civil action against the decedent for violations of the Nebraska False Medicaid Claims Act, Neb. Rev. Stat. 68-936 et. seq.

3. Demandant waives any publication of any notice pursuant to Nebraska Probate Code Section 30-2220(a)(2) with respect to each of the items for which notice is above demanded.

4. Notice should be mailed to the following-named Demandant or Demandant's attorney at the address below:

**** This Demand for Notice will be disposed of five years from the date it is filed if no estate is filed and no other action is taken, unless the court orders extended retention for good cause shown.**

Vicki L. Adams
Signature

Date 12/4/19

Vicki L. Adams o/b/o State of Nebraska
Demandant Name

Nebraska Attorney General's Office, #19499
Bar Number and Firm Name (attorneys only)

2115 State Capitol
Demandant Street Address/P.O. Box

Lincoln, NE 68509
Demandant City/State/ZIP Code

402-471-3833 vicki.adams@nebraska.gov
Demandant Phone/Fax Demandant E-mail Address



FILED
COUNTY COURT
PROBATE DIVISION

DEC 4 2019

Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA

CERTIFICATE OF MAILING

I certify that I have mailed a copy of this Demand for Notice, in accordance with the requirements of Nebraska Probate Code Section 30-2413, to _____, the Personal Representative of the deceased, first class mail, postage prepaid, at the following address, _____
Street Address/P.O. Box
_____, on _____
City/State/ZIP Code

Date: _____

Clerk Magistrate

FILED
COUNTY COURT
PROBATE DIVISION

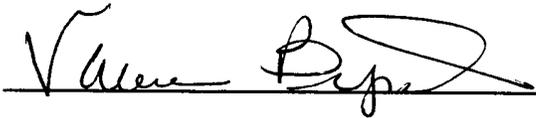
DEC 4 2019

Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA

CERTIFICATE OF MAILING

I, Valerie Byrd, a Clerk of the County Court of Douglas County, Nebraska, hereby certify that on the 5th day of December, 2019, the foregoing was mailed postage prepaid to the following:

PRP Julie Anne Otten 3807 Burt Street Omaha, NE 68131	
Attorney James R Place Montana Building 2813 South 87th Avenue Omaha, NE 68124	



CERTIFICATE OF SERVICE

I, the undersigned, certify that on December 5, 2019 , 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:

James T Severa
3807 Burt Street
Omaha, NE 68131

James R Place
plo@placelawoffice.com

Date: December 5, 2019

BY THE COURT:



CLERK



STATEMENT OF CLAIM

CC 15:2 REV 04/2018
Neb. Rev. Stat. § 30-2486

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF

Case No. PR 19-1743

JAMES DENNIS SEVERA, Deceased.

STATEMENT OF CLAIM
Claim No.

TO THE CLERK OF THE COURT:

Claim of the undersigned is hereby made against this estate, itemized as follows:

Table with 3 columns: Description of Claim, Due Date, If Not Yet Due, Amount. Row 1: See attached claim detail for claim basis, Now due, \$ 10,424.24

See attached bill or other documentation.

Total Claim: \$ 10,424.24

This claim is:

- Contingent
Unliquidated and the nature of the uncertainty is: N/A
Secured, and a description of the security is: N/A
Unsecured.

PRESENT THIS CLAIM TO THE COURT

Handwritten signature of Cheryl White

DECEMBER 04, 2019
Date

Signature Authorized Representative

Cheryl White
Authorized Representative

Name Authorized Representative

N/A
Bar Number and Firm Name (attorneys only)

Omnicare of Nebraska

C/O DCM SERVICES 7601 PENN AVE S SUITE A600

Claimant or Authorized Party Street Address/P.O. Box
MINNEAPOLIS, MN 55423-5004
Claimant or Authorized Party City/State/ZIP Code

(877) 326-1533 (877) 326-8784 N/A
Claimant or Authorized Party Phone/Fax Claimant or Authorized Party E-mail Address



FILED
COUNTY COURT
PROBATE DIVISION

DEC 09 2019

CLERK OF COUNTY COURT
DOUGLAS COUNTY, NEBRASKA

CERTIFICATE OF MAILING

I, the undersigned, hereby certify that a true and correct copy of the foregoing was sent via U.S.

Mail to:

JAMES R PLACE
2813 SOUTH 87TH AVE
OMAHA, NE 68124

On DEC 04 2019

By: 

Alyssa Heinz

FILED
COUNTY COURT
PROBATE DIVISION

DEC 09 2019

CLERK OF COURT
COUNTY OF LINCOLN, NEBRASKA
OMAHA, NEBRASKA

Case Number:
PR 19-1743



PF Reference No:
CL1224569



CL1224569

CLAIM DETAIL

IN RE ESTATE OF: JAMES DENNIS SEVERA

Claim detail is as follows:

*****8519

Omnicare of Nebraska

\$10,424.24

UNSECURED.

THE DECEDENT PURCHASED GOODS AND/OR SERVICES IN THE AMOUNT OF \$10,424.24, EVIDENCED BY ACCOUNT NUMBER *****8519.

Claim Balance: \$ 10,424.24

STATE OF NEBRASKA

DEMAND FOR NOTICE

32804

CC 15:1 REV 02/18
Neb. Rev. Stat. § 30-2413

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF

CASE No. PR 19-1743

JAMES DENNIS SEVERA, Deceased.

DEMAND FOR NOTICE

1. Pursuant to Nebraska Probate Code Section 30-2413, the undersigned demands mailed notice pursuant to Nebraska Probate Code Section 30-2220(a)(1) of any of the following Orders or filings pertaining to the estate of the deceased:

- Application for Informal Probate of Will
- Application for Informal Appointment of Personal Representative
- Inventory and any Supplemental Inventory
- Copy of published Notice to Creditors mailed within five days of publication
- Other (specify) _____

2. Demandant has the following financial or property interest in the estate of the deceased.
Respondent was a tenant of the Deceased and the Deceased refused to return a rental deposit despite receiving a 10-day demand letter for return of said deposit.

3. Demandant waives any publication of any notice pursuant to Nebraska Probate Code Section 30-2220(a)(2) with respect to each of the items for which notice is above demanded.

4. Notice should be mailed to the following-named Demandant or Demandant's attorney at the address below:

**** This Demand for Notice will be disposed of five years from the date it is filed if no estate is filed and no other action is taken, unless the court orders extended retention for good cause shown.**


Signature

Date December 10, 2019

Barbara Prince OBO Ronald Stanger
Demandant Name

23309
Demandant Street Address/P.O. Box

1905 Harney Street, Suite 600
Demandant Street Address/P.O. Box

Omaha, NE 68102
Demandant City/State/ZIP Code

402.319.6314 barb.prince@cox.net
Demandant Phone/Fax Demandant E-mail Address

FILED
COUNTY COURT
PROBATE DIVISION

DEC 10 2019

Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA



P00674219C01

CERTIFICATE OF MAILING

I certify that I have mailed a copy of this Demand for Notice, in accordance with the requirements of Nebraska Probate Code Section 30-2413, to _____, the Personal Representative of the deceased, first class mail, postage prepaid, at the following address, _____, on _____.

Street Address/P.O. Box

City/State/ZIP Code

Date: _____

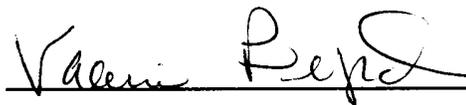
Clerk Magistrate

FILED
COUNTY COURT
PROBATE DIVISION
DEC 10 2019
Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA

CERTIFICATE OF MAILING

I, Valerie Byrd, a Clerk of the County Court of Douglas County, Nebraska, hereby certify that on the 11th day of December, 2019, the foregoing was mailed postage prepaid to the following:

PRP Julie A Otten 3807 Burt Street Omaha, NE 68131	
Attorney James R Place Montana Building 2813 South 87th Avenue Omaha, NE 68124	



CERTIFICATE OF SERVICE

I, the undersigned, certify that on December 11, 2019 , 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:

Nebraska Attorney Generals Office
2115 State Capitol
Lincoln, NE 68509

Barbara J Prince
barb.prince@cox.net

James T Severa
3807 Burt Street
Omaha, NE 68131

James R Place
plo@placelawoffice.com

Date: December 11, 2019

BY THE COURT:



CLERK



STATEMENT OF CLAIM

CC 15:2 REV 04/2018
Neb. Rev. Stat. § 30-2486

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF

Case No. PR 19-1743JAMES DENNIS SEVERA, Deceased.

STATEMENT OF CLAIM

Claim No. _____

TO THE CLERK OF THE COURT:

Claim of the undersigned is hereby made against this estate, itemized as follows:

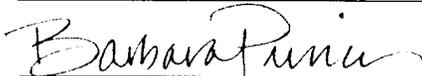
Description of Claim	Due Date, If Not Yet Due	Amount
Return of rental deposit of 6229 N 114th Street, Omaha, NE		1200.00

 See attached bill or other documentation.Total Claim: \$ 1,200.00

This claim is:

 Contingent Unliquidated and the nature of the uncertainty is: _____ Secured, and a description of the security is: _____ Unsecured.

PRESENT THIS CLAIM TO THE COURT



Signature

Date December 10, 2019Barbara Prince OBO Ronald Stanger

Claimant or Authorized Party Name

23309

Bar Number and Firm Name (attorneys only)

1905 Harney Street, Suite 600

Claimant or Authorized Party Street Address/P.O. Box

Omaha, NE 68102

Claimant or Authorized Party City/State/ZIP Code

402.319.6314

Claimant or Authorized Party Phone/Fax

barb.prince@cox.net

Claimant or Authorized Party E-mail Address

FILED
COUNTY COURT
PROBATE DIVISION

DEC 10 2019

Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA

Barbara J. Prince

ATTORNEY AT LAW

1905 Harney Street * Suite 600 * Omaha, NE 68102 * tel (402) 319-6314 * fax (402) 345-0587 * barb.prince@cox.net

May 17, 2019

3G Home Solutions LLC
Attention: Mike Gregory
P.O. Box 270
Boys Town, NE 68010

James D. Severa
PR for estate of Mamie Emma Severa,
deceased
2132 S. 42nd Street
Omaha, NE 68105

3G Home Solutions V LLC
P.O. Box 270
Boys Town, NE 68010

James R. Place
Place Law Office
2813 S. 87th Avenue
Omaha, NE 68124

James Dennis Severa and Julie Anne Otten
3807 Burt Street
Omaha, NE 68131

SevRenCh, LLC
2132 S. 42nd Street
Omaha, NE 68105

James D. Severa
P.O. Box 31009
Omaha, NE 68131

Re: Return of Rental Deposit for 6229 N. 114th Street, Omaha, NE 68105

To Whom It May Concern:

Ronald Stanger was a tenant in the above-referenced property, which was owned in part by James D. Severa as personal representative of the Estate of Mamie Emma Severa, and in part by James Dennis Severa and Julie Anne Otten (transferred to SevRenCh, LLC, a Nebraska Limited Liability Company). Mr. Stanger entered into a lease with James Severa and Several Rentals on January 3, 2017, for said property, which lease subsequently became month-to-month. A copy of this lease is attached hereto as Exhibit A. Mr. Stanger's lease terminated on July 31, 2018, after he was given notice that the property was going to be sold. Mr. Stanger vacated the property on said date and left the property in good condition.

Mr. Stanger is a 64-year old disabled veteran with both a payee and a guardian. Mr. Stanger's payee has attempted to obtain a return of the security deposit but was told by the landlord that the money was given to the new owner when the property was sold. Mr. Stanger was not provided with contact information for the new owner. A search of property records reveals that the property was owned, in part, by James D. Severa as personal representative of the Estate of Mamie Emma Severa, although it was never listed on the inventory for the Estate of Mamie Emma Severa filed with the Court on January 29, 2016. A copy of the Real Estate Transfer Statement transferring the property from James D. Severa as personal representative of the Estate of Mamie Emma Severa to 3G Home Solutions on August 13, 2013, is attached as Exhibit B.

As legal guardian for Mr. Stanger, I hereby demand on behalf of Ronald Stanger, that his security deposit in the amount of \$1,200.00 held in relation to the home formerly rented at 6229 N. 114th Street, Omaha, NE 68142, be returned within 14 days of receipt of this letter in accordance with Section 76-1416 of the Nebraska Residential Landlord Tenant Act, or an itemized list justifying the retention of any portion of my deposit together with the remaining deposit money. I believe Mr. Stanger is entitled to the entire amount of the deposit, as I was present along with another paid professional to assist him in moving and the property was left in good condition other than issues requiring repair by the landlord which were never repaired.

You may mail Mr. Stanger's returned deposit to me, as his legal guardian, to the address provided below. Please make the check out to "Ronald Stanger." This request is being made to the landlord on his lease, the owners of the property at the time he vacated the home, and the owners of the property subsequent to his vacating the property, as it has been represented to Mr. Stanger's payee that the deposit was transferred to the new owners with the property.

If you have any questions or concerns, please do not hesitate to contact me at (402) 319-6314.

Sincerely,

A handwritten signature in black ink that reads "Barbara Prince". The signature is written in a cursive, flowing style with a prominent initial "B".

Barbara J. Prince
Attorney at Law
1905 Harney Street, Suite 600
Omaha, NE 68102

SEVERA RENTALS

BOX 31009 Omaha, NE 68131

HOUSE/APARTMENT LEASE

(THIS IS A BINDING CONTRACT, IF YOU HAVE ANY QUESTIONS CONSULT AN ATTORNEY)

THIS CONTRACT is made on 1-3-17 between James Severa, hereafter referred as the Landlord, and Ronald Stranger hereafter referred to as the Tenant(s). Property located at 6229 N. 114th St., Omaha, NE 68142 is leased by the Tenant solely as a private dwelling and nothing else in the amount of \$ _____ monthly.

This contract is for the period beginning 1-16-17 until 1-16-18.

Before renting the above premises the Tenant agrees to the following binding rules:

RS 1. The tenant accepts this lease for the term listed above. Additionally, the tenant agrees to the pay the Landlord the rental sum of \$ 1200⁰⁰ each and every month during the lease period and thereafter until written 30 day notice is presented to the Landlord or the Landlord has given 30 notice to the tenant(s). All payments are due on the first day of each month. If the tenant wishes to mail in the payment, it should be sent IN ADVANCE in the care of James Severa, Box 31009, Omaha, NE 68131.

RS 2. All rent must be paid on or before the 5th of each month. If the rent is paid after the 5th of the month there will be a 5% late fee charge assessed. If the rent is later than the 15th of the month, there will be a 10% late fee charged. **If the rent is more than 60 days late, the Landlord can increase your rent by \$100.00 for the remainder of the lease.**

Your Landlord is: James Severa
Severa Rentals
P.O. Box 31009
Omaha, NE 68131

Phone: 402-558-8980

Anyone can drop off or pay your rent, but get it in on time to avoid the late fees. The Landlord may institute actions to evict for non-payment of rent at any time the rent is overdue

RS 3. There will be a \$35 charge for any check returned unpaid by the bank. Additionally, we will no longer accept checks from the tenant.

RS 4. The Tenant(s) are responsible for ALL utilities. These utilities MUST be in the Tenants before the keys are received. **Gas Company (MUD)** is 554-6666. Also call them to light furnaces or hot water heaters. The **Electric Company (OPPD)** is 636-2000.

RS 5. The Tenant will not allow the property/apartment to be used for anything else except a home. Additionally, the premises cannot to be used for any purpose that will increase the rate of insurance. The tenants cannot sub-let or advertise to sub-let any rooms. Only those people on the lease are authorized to live on the property. If the premises are used for any unlawful purpose, the Tenant will be evicted.

EXHIBIT A

RS 6. The Tenant agrees that during the term of this lease he/she will maintain the premises in good repair, to include, fixtures, appliances, windows, plumbing and water pipes. Any damages, will be at the cost of the Tenant to replace. The Landlord is not liable for, nor does he provide insurance on any of the Tenants personal property. Additionally, the Landlord is not responsible for theft, damage, or loss to the Tenants property. Tenants MUST get renters insurance.

RS 7. The Tenant agrees that no changes, alterations or repairs of the premises shall be made without the consent of the Landlord in writing. This includes but it not limited to door locks.

RS 8. The Tenant has examined and knows the conditions of the premises and acknowledges that he/she has received the same in good order and repair, except otherwise noted on the move-in checklist. Upon termination of this lease in any way, he/she will return the premises back to the Landlord, including improvements, ready to rent. Only normal wear and tear or those conditions not fixed and noted on the move-in checklist will be accepted.

RS 9. The Tenant agrees to remove, from the property each day, ashes, rubbish, garbage and other wastes, and place it in the proper containers. (i.e. Trash cans or dumpsters) The Tenant further agrees to not deliberately or negligently deface, damage, or remove any plumbing, heating, air conditioning and other appliances, or remove any part of the premises or let any person to do so.

RS 10. NO waterbeds are permitted on any property. NO SMOKING in the apartment buildings, to include each individual unit, by either tenants or guests.

RS 11. All rental payments made by the Tenant or by a governmental agency on Tenant's behalf shall first be applied to deposit due, any damages or repair charges, unpaid utility charges, late fees, past due rent and current rent in that order. Money Orders shall be credited only upon receipt by the Landlord. The Tenant's receipt that a money order was purchased is not proof that the Landlord received it. The Landlord will not wait for "lost" money orders. Any rents lost in the mail will be treated as unpaid until received by the Landlord.

RS 12. The Tenant while occupying the property will do all the things necessary to comply with all laws, rules, regulations, ordinances and orders by the city, county or state that will protect the Landlord from any fines, damages or penalties due to any infractions or non-compliance of said ordinances. All tenants will keep personal property or other dangerous matter from being left on the sidewalks, driveways, hallways, stairs, common areas or parking areas. If any infractions cause damages or injuries, the Landlord will not be held responsible. **LEASED HOMES.** The Tenant is responsible for keeping the sidewalk in front of the premises free and clear of ice and snow and mowing the lawn.

RS 13. The Tenant will not keep any gasoline, benzene, naphtha tires, or any burning fluid or chemical oils on the premises.

RS 14. The Landlord shall have a key to all locks. In an emergency, the Landlord or his agent may enter the rental unit without consent. The Tenant shall allow free access, during reasonable hours, to the Landlord or designated officials when it is deemed necessary for the purpose of examining the property or showing the property when the Tenant is ready to move out. Additionally, if maintenance is required the maintenance staff has permission to enter the premises during office hours (8:30 am. - 4:30 pm.) with our keys.

RS 15. Upon moving in, the Tenant will be given 1 set of keys. The Tenant will be responsible for these keys for the entire lease. In the event that the keys are misplaced or lost, the Tenant will be charged \$25.00 for a key(s) replacement. If the locks must be changed for security purposes the Tenant will be charged \$75.00. If the office is called for a lock-out the Tenant will be charged \$25.00.

RS 16. The Tenant acknowledges that the property has been equipped with sufficient smoke and carbon monoxide detectors. The Tenant agrees to notify the office whenever a detector is missing or damaged. The batteries for the detectors will be replaced by the Tenant as needed. Furnace filters are to be changed every 3-4 months at the tenants expense. Any filter found to be clogged and needing replaced will be charged back to you at a rate of \$15.00 for first offense and \$45.00 for second offense. Any repairs needed to your system, due to a clogged filter after that may be billed to the tenant.

RS 17. The Tenant is required to have window covering for all windows. The Tenant IS NOT allowed to use sheets, drop clothes or paper. All window coverings must be professional looking.

RS 18. If the premises are not ready for occupancy as described in the lease, then the rent will be prorated for any unused dates.

RS 19. If any part of the property is damaged OR destroyed by fire or any other natural disaster, a portion of the rent or the entire monthly rent, depending on the damage amount, shall be waived until the property is fit for occupancy again. If the building is destroyed, or damage repairs have not begun within 30 days, the tenant has the right to terminate the lease with written notice.

RS 20. We understand and agree that there will be no loud parties, no rowdy and unruly behavior that disturbs neighbors, no visitors trafficking through on a daily basis and/or at too late or too early hours, or any other behavior that would disturb a reasonable person or result in the police being called. Any violation of the above will result in a \$500.00 fee to be paid. (The owner has the final decision on the term party which he will judge by any neighbor's complaints, police, etc.)

RS 21. We understand and have been informed that any premise built before 1978 may contain lead paint and that this property may have been built before 1978 and we have received the tenant information about same.

RS 22. If at any time during the term of the lease, the tenant abandons the premises, the Landlord may at this discretion obtain possession of the premises in the manner provided by law. If the Landlord's right of reentry is exercised then any personal property belonging to the Tenant and left on the abandoned premises may be disposed of in any manner the Landlord shall deem proper and is hereby relieved of all liability

RS 23. The lease forbids keeping pets without specific written permission from the Landlord or Landlord's agent. **This includes taking care of any pet, even temporarily for someone.** Remember, the Tenant is responsible for any damage done by themselves or their visitors. If permission is given, there will be an additional monthly pet rent of \$25.00.

RS 24. Notify the in house maintenance about any plumbing leaks, electrical problems, furnace problems or any other significant problems. (558-8980) For emergencies ONLY, after hours, call 402-558-1858, and leave a message. These messages are checked periodically after hours. After you have been on the premises for more than 60 days we are not responsible for clogged drains. The tenant will be responsible for any bills incurred after the 60 day period, for any plumbing requests relating to clogged drains.

Security Deposit

The security deposit is \$ 1200⁰⁰. The security deposit is not a rental payment, and shall not be used as one under any conditions. The security deposit shall be refunded after the following conditions listed below have been met.

- A. Full term of the lease agreement has expired and all provisions herein complied with.
- B. A thirty (30) day written notice along with full payment of all rent due through and including the last month's rent has been given **PRIOR** to vacating the premises.
- C. There is no damage to the premises beyond normal wear and tear.
- D. The entire premises are clean and are rent ready.
- E. There are not unpaid charges or damages that have not been repaired and no delinquent rent owed.
- F. All debris, rubbish, and discards are placed in proper trash containers or hauled off the premises.
- G. All keys are returned to the Landlord.

AN INSPECTION OF THE UNIT WILL BE MADE ONLY AFTER THE RESIDENT HAS COMPLETELY MOVED OUT. IF, AFTER THE INSPECTION, THE UNIT DOES NOT MEET THE ABOVE PROVISIONS, CHARGES WILL BE MADE FOR THE CLEANING AND REPAIR OF THE UNIT, AND AN ITEMIZED BILL WILL BE GIVEN TO THE TENANT SHOWING THE EXACT CHARGES DEDUCTED. TOTAL SECURITY DEPOSIT OR BALANCE THEREFORE WILL BE REFUNDED BY A CHECK MAILED TO THE FORWARDING ADDRESS WITHIN (30) THIRTY DAYS AFTER ALL KEYS ARE RETURNED TO THE OFFICE.

This lease must be signed by all parties concerned within 3 business days. Until then, it is only considered an offer.

Joni McCumber
Landlords Signature or (Agent)

1-3-17
Date

Ronald Stanger
Tenant

1-3-2017
Date

Tenant

Date

SMOKE AND CARBON MONOXIDE DETECTOR ADDENDUM

This addendum to the original lease agreement between Severa Rentals, Lessor and Ronald Stranger Lessee, for the residential premises located at 6229 N. 11.4th St., Omaha is entered 1-3-, 2017

A. Lessee acknowledges 1) the Premises is equipped with smoke and carbon monoxide detectors on each habitable floor of the dwelling as required by law; and 2) Lessee has inspected the detectors and found them to be in proper working condition containing all batteries necessary to make the alarms operational.

B. Lessee agrees to 1) keep, test, and maintain all smoke and carbon monoxide alarms in good repair; 2) not remove batteries from, or in any way render inoperable, a smoke or carbon monoxide alarm except as a part of a process to inspect, maintain, repair, or replace the alarm or the batteries therein; 3) immediately notify Lessor in writing if any smoke or carbon monoxide alarm is stolen, removed, found missing, or found not operational during the Lessee's occupancy of the premises; 4) notify Lessor of any deficiency in any smoke or carbon monoxide alarm that Lessee cannot correct; and 5) reimburse Lessor, upon request, for the cost of a new smoke detector and/or carbon monoxide detector and the installation thereof in the event the existing detector(s) become damaged or stolen by Lessee or Lessee's guests.

C. Lessee acknowledges and agrees that Lessor is not the operator, manufacturer, distributor, retailer or supplier of the smoke and carbon monoxide detectors. Lessee assumes full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke and carbon monoxide detectors, regardless of whether such malfunction or failure is in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said smoke and carbon monoxide detectors.

D. No representation, warranties, undertaking or promises, have been made or adopted by Lessor to Lessee regarding the smoke and/or carbon monoxide detectors, or their performance. Lessor shall not be liable for damages, losses and/or injuries to persons or property caused by Lessee's failure to comply with this addendum.

E. Lessee and Lessor agree that this addendum is the entire agreement of the parties relative to smoke and carbon monoxide detectors in the premises. Any agreement that in any way varies the terms of this Addendum shall be completely void and unenforceable unless it is in writing and signed by both parties dated subsequent in date to this addendum.

F. The duration of this addendum shall coincide with the term of the lease and all renewals and extensions thereto.

G. Lessee acknowledges reading this addendum and that it places the foregoing duties upon Lessee.

Lessee:

Ronald Stranger

Lessor:

Jena McCumba
Agent

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) JS Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) HA Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) HA Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor	Date	Lessor	Date
<u>Harold Stanger</u>	<u>1-23-2017</u>	<u>[Signature]</u>	_____
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date

↙

→

Bedbug Addendum

This agreement is an addendum and part of the rental agreement dated 1-3-17 between Severa Rentals, hereby known as Owner/Agent and Ronald Stranger hereby known as Resident(s) for the premises located at 6229 N. 114th St., unit number _____ in the city of Omaha NE 68142.

- Residents acknowledge that the Owner/Agent has inspected the unit and is aware of no bedbug infestation.
- Residents claim that all furnishings and personal properties that will be moved into the premises are free of bedbugs.

_____(Resident Initials) _____(Resident Initials) _____(Resident Initials)

Resident(s) hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.
2. Resident shall report any problems immediately to Owner/Agent. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units.
3. Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Resident must comply with recommendations and requests from the pest control specialist prior to professional treatment including but not limited to:
 - Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.
 - Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
 - Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
 - Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.
 - Wash all machine-washable bedding, drapes, and clothing etc on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the times are infested with bedbugs. Discard any items that cannot be decontaminated.
 - Move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees to indemnify and hold the Owner/Agent harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Owner/Agent may incur as a result of the negligence of the Resident(s) or any guest occupying or using the premises.
5. It is acknowledge that the Owner/Agent shall not be liable for any loss of personal property to the Resident, as a result of an infestation of bedbugs. Resident agrees to have personal property insurance to cover such losses.

By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this addendum.

Ronald Stranger
Resident

1-3-2017
Date

Resident
Joni McEumber
Owner/Agent

Date
1-3-17
Date

ADDENDUM TO RESIDENTIAL LEASE AGREEMENT

MOLD NOTIFICATION

Address and Unit Number 6229 N. 114th St.

It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. Resident agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities:

Preventing mold begins with you. In order to minimize the potential for mold growth in your dwelling, you need to do the following:

- ◆ Keep your dwelling unit clean—particularly the kitchen, bathroom(s), carpets and floors. Regular vacuuming, mopping and using household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold.
- ◆ Remove visible moisture accumulation on floors, windows, walls, ceilings and other surfaces as soon as reasonably possible—be attentive to leaks in washing machine hoses and discharge lines, especially if the leak was large enough for a lot of water to infiltrate nearby walls. Also, it is recommended that after taking a shower or bath, you: 1. wipe moisture off shower walls, shower doors, the bathtub and the bathroom floor, 2. leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated, and 3. hang up your towels and bath mats so they will completely dry out.
- ◆ Promptly notify us in writing about any air conditioning or heating system problems you discover—follow our rules, if any, regarding replacement of furnace filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- ◆ Promptly notify us in writing about any signs of water leaks or water infiltration—one of our service personnel or contractors will come to your dwelling unit, evaluate the situation and take appropriate action, as necessary.

In order to avoid mold growth—it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to and report to the management office, leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- ◆ Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- ◆ Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or air conditioning drip pans or clogged up air conditioning condensation lines;
- ◆ Leaks from plumbing lines or fixtures and leaks into walls from bad or missing grout/caulking around showers, tub or sinks;
- ◆ Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- ◆ Leaks from clothes dryer discharge vents (which can put lots of moisture in the air); and
- ◆ Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

It is your obligation to notify us and clean small areas. If small areas of mold have already occurred on non-porous surfaces (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the Federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry and then, within 24 hours, apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant, Tilex Mildew remover or Clorox Cleanup. (Note: Only a few of the common household cleaners will actually kill mold.) Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area five or six times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items such as fiber in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Washing and dry cleaning will remove mold from clothes.

Do not clean or apply biocide to: 1. Visible mold on porous surfaces such as sheetrock walls or ceilings; or 2. large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will investigate and take appropriate action.

Compliance—complying with the above will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this information, please contact us at the management office or at the phone number or address listed in your Lease Agreement.

If you fail to comply with the above, you can be held responsible for property damage to the dwelling and any health problems that may result. We cannot fix problems in your dwelling unless we know about them.

Resident agrees to Indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages and expenses, including, but not limited to, attorneys' fees that the Owner/Agent may sustain or incur as a result of the resident or any guest or other person living in, occupying or using the premises.

Resident: Ronald Stanger Date: _____

Resident: _____ Date: _____

Guarantor's Signature: _____ Date: _____

Owner/Agent Signature: Julie McCumber Date: 1-3-17

Real Estate Transfer Statement

• To be filed with the Register of Deeds. • Read instructions on reverse side.
• If additional space is needed, add an attachment and identify the item.

The deed will not be recorded unless this statement is signed and items 1 - 25 are accurately completed.

1. County Name Douglas	2. County Number 28	3. Date of Sale/Transfer Mo. 8 Day 13 Yr. 18	4. Date of Deed Mo. 7 Day 31 Yr. 2017
5. Grantor's Name, Address, and Telephone (Please Print) Grantor's Name (Seller) James D. Severa, Personal Representative of the Estate of Mamie Emma Severa, deceased Street or Other Mailing Address 6229 N. 114th St. City Omaha State NE Zip Code 68105 Phone Number Email Address		6. Grantee's Name, Address, and Telephone (Please Print) Grantee's Name (Buyer) 3G Home Solutions, LLC, a Nebraska limited liability company Street or Other Mailing Address 6229 N. 114th St. City Omaha State NE Zip Code 68105 Phone Number 402-498-0066 Is the grantee a 501 (c)(3) Organization? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, is the grantee a 509(a) foundation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Email Address	

7 Property Classification Number. Check one box in categories A and B. Check C if property is also a mobile home.

(A) Status	(B) Property Type	(C)
<input checked="" type="checkbox"/> Improved <input type="checkbox"/> Unimproved <input type="checkbox"/> IOLL	<input checked="" type="checkbox"/> Single Family <input type="checkbox"/> Multi-Family <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Agricultural <input type="checkbox"/> Recreational <input type="checkbox"/> Mineral interests-Nonproducing <input type="checkbox"/> Mineral interests-Producing <input type="checkbox"/> State Assessed <input type="checkbox"/> Exempt	<input type="checkbox"/> Mobile Home

8 Type of Deed
 Bill of Sale
 Cemetery
 Conservator
 Corrective
 Death Certificate - Transfer on Death
 Distribution
 Easement
 Executor
 Land Contract/Memo
 Lease
 Mineral
 Partition
 Personal Rep
 Quit Claim
 Sheriff
 Trust/Trustee
 Warranty
 Other

9 Was the property purchased as part of an IRS like-kind exchange? (I.R.C. § 1031 Exchange)
 Yes No

10 Type of Transfer
 Auction
 Court Decree
 Exchange
 Distribution
 Easement
 Foreclosure
 Gift
 Grantor Trust
 Irrevocable trust
 Life Estate
 Partition
 Revocable Trust
 Sale
 Satisfaction of Contract
 Transfer on Death
 Trustee to Beneficiary
 Other (Explain)

11 Was ownership transferred in full? (If No, explain the division.)
 Yes No

12 Was real estate purchased for same use? (If No, state the intended use.)
 Yes No

13 Was the transfer between relatives, or if to a trustee, are the trustor and beneficiary relatives? (If Yes, check the appropriate box.)
 Yes No
 Aunt or Uncle to Niece or Nephew
 Brothers and Sisters
 Ex-spouse
 Family Corp., Partnership, or LLC
 Grandparents and Grandchild
 Parents and Child
 Self
 Spouse
 Step-parent and Step-child
 Other

14 What is the current market value of the real property?
104600

15 Was the mortgage assumed? (If Yes, state the amount and interest rate.)
 Yes No \$ %

16 Does this conveyance divide a current parcel of land?
 Yes No

17 Was transfer through a real estate agent or a title company? (If Yes, include the name of the agent or title company contact)
 Yes No
 Name and Address of Person to Whom the Tax Statement Should be Sent
 PO Box 270, Boystown, NE 68010-0270

18 Address of Property
 6229 N 114th Street
 Omaha, NE 68164

18a No address assigned 18b Vacant land

20 Legal Description
 Lot 194, Rambleridge, an Addition to the City of Omaha, Douglas County, Nebraska.

22 Total purchase price, including any liabilities assumed	22	61,500.00	\$123,000.00
23 Was non-real property included in the purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If Yes, enter dollar amount and attach itemized list.)	23		
24 Adjusted purchase price paid for real estate (line 22 minus line 23)	24	61,500.00	\$123,000.00

25 If this transfer is exempt from the documentary stamp tax, list the exemption number

Under penalties of law, I declare that I have examined this statement and that it is, to the best of my knowledge and belief, true, complete, and correct, and that I am duly authorized to sign this statement.

3G Home Solutions, LLC, a Nebraska limited liability company
 Print or Type Name of Grantee or Authorized Representative
 Signature of Grantee or Authorized Representative
 Phone Number
 Date

Register of Deeds' Use Only			For Dept. Use Only
26. Date Deed Recorded Mo Day Yr.	27. Value of Stamp or Exempt Number: \$	28. Recording Data	

GRANTEE - Retain a copy of this document for your records.

FILED
 COUNTY COURT
 PROBATE DIVISION

DEC 10 2019

EXHIBIT B

Clerk of Court
 DOUGLAS COUNTY COURT
 OMAHA, NEBRASKA

STATE OF NEBRASKA

STATEMENT OF CLAIM

CC 15:2 REV 04/2018
Neb. Rev. Stat. § 30-2486

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF

Case No. PR19-1743

JAMES DENNIS SEVERA, Deceased.

STATEMENT OF CLAIM

Claim No. _____

TO THE CLERK OF THE COURT:

Claim of the undersigned is hereby made against this estate, itemized as follows:

Description of Claim	Due Date, If Not Yet Due	Amount
Neb Rev. Stat. 68-936 False Medicaid Claims Act		\$41,874.01
May include up to treble damages, costs, and attorney fees		

See attached bill or other documentation.

Total Claim: \$41,874.01

This claim is:

Contingent

Unliquidated and the nature of the uncertainty is: Neb Rev. Stat. 68-936 may include additional damages

Secured, and a description of the security is: _____

Unsecured.

PRESENT THIS CLAIM TO THE COURT

Signature

Date December 19th, 2019

Michael A. Greenlee o/b/o NE DHHS

Claimant or Authorized Party Name

24333

Bar Number and Firm Name (attorneys only)

301 Centennial Mall South P.O. Box 95026

Claimant or Authorized Party Street Address/P.O. Box

Lincoln, NE 68509

Claimant or Authorized Party City/State/ZIP Code

402.471.4046/402.472.2374 michael.greenlee@nebraska.gov

Claimant or Authorized Party Phone/Fax Claimant or Authorized Party E-mail Address

Certificate of Service

I hereby certify that on Thursday, December 19, 2019 I provided a true and correct copy of the Statement to the following:

Severa,James,Dennis, service method: No Service

Stanger,Ronald, represented by Barbara J Prince (Bar Number: 23309) service method:
Electronic Service to barb.prince@cox.net

Otten,Julie,Anne, represented by James Place (Bar Number: 13343) service method:
Electronic Service to plo@placelawoffice.com

Severa,James,Theodore, service method: No Service

Nebraska Attorney Generals Office service method: Email

Signature: /s/ Michael Akira Greenlee (Bar Number: 24333)

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF)

PR 19-1743

)
)
)
)

**NOTICE OF DISALLOWANCE
OF CLAIMS**

JAMES DENNIS SEVERA, Deceased.

**TO: Barbara Prince o/b/o Ronald Stanger
1905 Harney Street
Suite 600
Omaha, NE 68102**

Notice is hereby given that the Personal Representative of the above Estate hereby disallows the filed Claim for One Thousand Two Hundred Dollars (\$1,200.00) presented on December 10, 2019 and that your failure to file a Petition for Allowance or to commence a proceeding within sixty (60) days after the mailing of this Notice will forever bar that part of your Claim so disallowed.

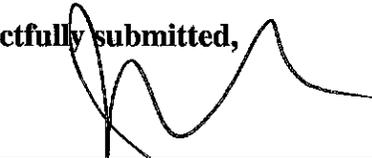
Approved as to Form and Content:



Julie Anne Otten, Personal
Representative

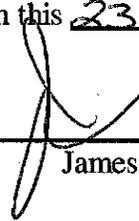
Respectfully submitted,

By: _____


James R. Place, #13343
Place Law Office
2813 South 87th Avenue
Omaha, Nebraska 68124
(402) 399-9200
Attorney for the Estate of
James Dennis Severa

CERTIFICATE OF MAILING

The undersigned hereby certifies that a true and correct copy of the foregoing was served upon Barbara Prince o/b/o Ronald Stanger, 1905 Harney Street, Suite 600, Omaha, NE 68102, the Claimant, by United States mail, postage prepaid, on this 23 day of December 2019.



James R. Place

Certificate of Service

I hereby certify that on Thursday, December 26, 2019 I provided a true and correct copy of the Notice of Disallowance of Claim to the following:

Severa,James,Dennis, service method: No Service

Nebraska DHHS service method: First Class Mail

Nebraska Attorney Generals Office service method: First Class Mail

Severa,James,Theodore, service method: Email

Stanger,Ronald, represented by Barbara J Prince (Bar Number: 23309) service method:
Electronic Service to barb.prince@cox.net

Signature: /s/ James Place (Bar Number: 13343)

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF)

PR 19-1743

**NOTICE OF DISALLOWANCE
OF CLAIMS**

JAMES DENNIS SEVERA, Deceased.)

**TO: Cheryl White
Omnicare of Nebraska
c/o DCM Services
7601 Penn Ave S
Suite A600
Minneapolis, MN 55423-5004**

Notice is hereby given that the Personal Representative of the above Estate hereby disallows the filed Claim for Ten Thousand Four Hundred Twenty-Four Dollars and Twenty-Four Cents (\$10,424.24) presented on December 9, 2019 and that your failure to file a Petition for Allowance or to commence a proceeding within sixty (60) days after the mailing of this Notice will forever bar that part of your Claim so disallowed.

Approved as to Form and Content:

Respectfully submitted,



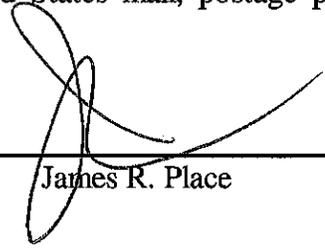
Julie Anne Otten, Personal
Representative

By: 

James R. Place, #13343
Place Law Office
2813 South 87th Avenue
Omaha, Nebraska 68124
(402) 399-9200
Attorney for the Estate of
James Dennis Severa

CERTIFICATE OF MAILING

The undersigned hereby certifies that a true and correct copy of the foregoing was served upon Cheryl White, Omnicare of Nebraska, c/o DCM Services, 7601 Penn Ave S, Suite A600, Minneapolis, MN 55423-5004, the Claimant, by United States mail, postage prepaid, on this 23 day of December 2019.



James R. Place

Certificate of Service

I hereby certify that on Thursday, December 26, 2019 I provided a true and correct copy of the Notice of Disallowance of Claim to the following:

Nebraska DHHS service method: First Class Mail

Nebraska Attorney Generals Office service method: First Class Mail

Stanger,Ronald, represented by Barbara J Prince (Bar Number: 23309) service method:
Electronic Service to barb.prince@cox.net

Severa,James,Theodore, service method: Email

Severa,James,Dennis, service method: No Service

Signature: /s/ James Place (Bar Number: 13343)

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF)
)
James Severa (Deceased)

No. 19-1743
DEMAND FOR NOTICE

1. Pursuant to Nebraska Probate Code section 30-2413, the undersigned hereby demands mailed notice pursuant to section 30-2220(a) (1) of said code, any of the following orders or filings pertaining to the estate of said deceased:

- Application for Informal Probate of Will
- Application for Informal Appointment of Personal Representative
- Inventory
- Copy of published Notice to Creditors mailed within five days of publication
- Other (specify)

2. Demandant has the following financial or property interest in the estate of said deceased:

3. Demandant waives any publication of any notice pursuant to Nebraska Probate Code section 30-2220 (a) (2) with respect to each of the items for which notice is above demanded

4. Notice should be mailed to the following named Demandant, or his attorney, at the address and telephone number set forth below:

Dated this 6th day of January, 2020

Bernice Phillips
Bernice Phillips
Madonna Rehabilitation Hospital
5401 South Street
Lincoln, NE 68506
(402) 413-4837

FILED
COUNTY COURT
PROBATE DIVISION
JAN 09 2020

CERTIFICATE OF MAILING

I certify that I have mailed a copy of this Demand for Notice to:.....
....., the Personal Representative of said deceased at
.....,on

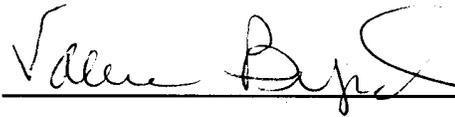
.....
Clerk of the County Court



CERTIFICATE OF MAILING

I, Valerie Byrd, a Clerk of the County Court of Douglas County, Nebraska, hereby certify that on the 10th day of January, 2020, the foregoing was mailed postage prepaid to the following:

PRP Julie A Otten 3807 Burt Street Omaha, NE 68131	Bernice Phillips Madonna Rehabilitation Hospital 5401 South Street Lincoln, NE 68506
Attorney James R Place Montana Building 2813 South 87 th Avenue Omaha, NE 68124	



CERTIFICATE OF SERVICE

I, the undersigned, certify that on January 10, 2020 , 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:

Nebraska DHHS
PO Box 95026
Lincoln, NE 68509

Nebraska Attorney Generals Office
2115 State Capitol
Lincoln, NE 68509

Barbara J Prince
barb.prince@cox.net

Bernice Phillips
Madonna Rehabilitation Hospital
5401 South Street
Lincoln, NE 68506

James T Severa
3807 Burt Street
Omaha, NE 68131

James R Place
plo@placelawoffice.com

Date: January 10, 2020

BY THE COURT:



CLERK



In the County Court of Douglas County, Nebraska:

Book _____ Page _____

In the Matter of the Estate of James Dennis Severa Estate #PR 19-1743 Deceased.

In Account with John A. Gentleman Mortuaries

Address 1010 N. 72nd St., Omaha, NE 68114

DATE	DESCRIPTION OF CLAIM	AMOUNT	TOTAL
11/04/19	Casket	2995.00	
11/04/19	Flowers	349.30	3344.30
 FILED COUNTY COURT PROBATE DIVISION JAN 10 2020			

THE STATE OF NEBRASKA }
DOUGLAS COUNTY }

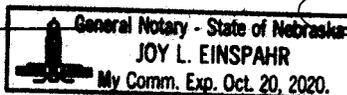
SS. _____

being duly sworn, on oath says, that the above account against the estate of James Dennis Severa deceased, amounting to the sum of Three Thousand Three Hundred Forty-Four DOLLARS and Thirty cents, is just, after allowing all just credits, and is now due and unpaid.

Receipt of a copy of published notice to creditors herein is waived.

Subscribed and sworn before me this 8th day of January A. D., 19 2020

Attorney for Claimant _____



Joy L. Einspahr Notary Public.

Address _____

IN THE COUNTY COURT OF DOUGLAS, NEBRASKA

IN THE MATTER OF THE ESTATE OF JAMES SEVERA

No. PR 19-1743

STATEMENT OF CLAIM

James Severa Deceased

TO THE CLERK OF THE COURT:

Claim of the undersigned is hereby made against this estate, itemizes as follows:

Description of Claim	Due Date, if Not Yet Due	Amount
Inpatient personal charges, Transportation & convenience items		
Account No. 5000314921 for the admit date of 6/27/2019 to 7/23/2019		\$167.56

Total Claim.....\$167.56

This claim is:

Contingent Non-liquidated and the nature of the uncertainty is

Secured, and a description of the security is

Unsecured.



P00677066C01

PRESENT THIS
CLAIM TO
THE COURT

Bernice Phillips

Signature of Claimant or Authorized Party
Bernice Phillips- Patient Financial Service Specialist
(402) 413-4837
Madonna Rehabilitation Hospital
P.O. Box 6226
Lincoln, NE 68506-2134

FILED
COUNTY COURT
PROBATE DIVISION

JAN 17 2020

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF)

PR 19-1743

)

)

**RECEIPT AND WITHDRAWAL
OF CLAIM**

)

JAMES DENNIS SEVERA, Deceased.)

COMES NOW John A. Gentleman Mortuaries and hereby receipts for the sum of Three Thousand Three Hundred Forty-Four Dollars and Thirty Cents (\$3,344.30) from the Estate of James Dennis Severa and that the Claim filed by John A. Gentleman Mortuaries on or about January 10, 2020 is withdrawn.

1-27-20
Date


John A. Gentleman Mortuaries

PREPARED & SUBMITTED BY:

**James R. Place, #13343
Place Law Office
Montana Building
2813 South 87th Avenue
Omaha, Nebraska 68124
(402) 399-9200
Attorney for the Estate of
James Dennis Severa**

Certificate of Service

I hereby certify that on Friday, January 31, 2020 I provided a true and correct copy of the Withdrawal of Claim to the following:

Stanger,Ronald, represented by Barbara J Prince (Bar Number: 23309) service method:
Electronic Service to barb.prince@cox.net

Phillips,Bernice, service method: First Class Mail

Severa,James,Dennis, service method: No Service

Nebraska DHHS service method: First Class Mail

Severa,James,Theodore, service method: First Class Mail

Nebraska Attorney Generals Office service method: First Class Mail

Signature: /s/ James Place (Bar Number: 13343)

ORDER FOR HEARING

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE ESTATE OF JAMES D SEVERA, DECEASED

Case ID: PR 19 1743

The following matters in this case are set for hearing:

Inventory

on March 27, 2020, at 10:00AM in Douglas Co. Ctrm. #330.



Date: February 14, 2020 BY THE COURT:

[Handwritten signature]

Judge/Clerk Magistrate

Special Instructions:

Inventory is due

CERTIFICATE OF SERVICE

I, the undersigned, certify that on February 14, 2020 , I served a copy of the foregoing upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid or E-mail:

Nebraska DHHS
PO Box 95026
Lincoln, NE 68509

Nebraska Attorney Generals Office
2115 State Capitol
Lincoln, NE 68509

Ronald Stanger
1905 Harney Street, Suite 600
Omaha, NE 68102

Barbara J Prince
barb.prince@cox.net

Bernice Phillips
Madonna Rehabilitation Hospital
5401 South Street
Lincoln, NE 68506

James T Severa
3807 Burt Street
Omaha, NE 68131

Julie A Otten
3807 Burt Street
Omaha, NE 68131

James R Place
plo@placelawoffice.com

Date: February 14, 2020

Signature:

[Handwritten signature]



COURT COPY

FILED BY
Clerk of the Douglas County Court
02/14/2020

ORDER FOR HEARING

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE ESTATE OF JAMES D SEVERA, DECEASED

Case ID: PR 19 1743

The following matters in this case are set for hearing:
Order-Show Cause Hearing
on June 2, 2020, at 9:30AM in Douglas Co. Ctrm. #330.



Date: March 18, 2020

BY THE COURT:

Judge/Clerk Magistrate

Special Instructions:

The hearing that was originally scheduled on March 27, 2020 has been rescheduled by the court to June 2, 2020 at 9:30 a.m in CR 330.

CERTIFICATE OF SERVICE

I, the undersigned, certify that on March 18, 2020, I served a copy of the foregoing upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid or E-mail:

Nebraska DHHS
PO Box 95026
Lincoln, NE 68509

Nebraska Attorney Generals Office
2115 State Capitol
Lincoln, NE 68509

Barbara J Prince
barb.prince@cox.net

Bernice Phillips
Madonna Rehabilitation Hospital
5401 South Street
Lincoln, NE 68506

James T Severa
3807 Burt Street
Omaha, NE 68131

James R Place
plo@placelawoffice.com

Date: March 18, 2020

Signature:



COURT COPY

FILED BY
Clerk of the Douglas County Court
03/18/2020