

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

Law Reh, Nya Poe, Ma Sue Thin, Ree)
Meh, Pwint Pyu, Ah Mya, Then Yee, Ha)
Day Mu, Paw Htoo, Paw Wah, Kya Aye,)
Ha Baht, Myint Aye, August Sae, Phoe)
Thawme, Ta Aye Aye, Camber Paw,)
Emmoo Zoe, Min Thu, Baw Lee, Lah)
Kyi, Na Naing Aung, Maung Saw, Ka Ba)
Kyaw, Tin Tin Po, Mu N. Pi, Wah Lo Co,)
Pah Da Baw, Paw Men, Oo Reh, Hean)
Reh, Kay Reh, Lee Meh, Shae Meh, Ra)
Meh, Nga Reh, Me Reh, Luseya Reh,)
Ben Reh, Ti Moe, Pray Reh, Kar Reh,)
Poe Reh, Pray Meh, Say Moe, Min No,)
Po Reh, Thaw Reh, Ku Mo, Sheh Meh,)
Hsor Reh, Day Meh, Sae Reh, Klaw)
Men, Lee Reh, Reh Meh, Pa Loh, Dee)
Dee, Saw Nay Kaw, Tho Tho, Kyaw)
Gay, Eh Kor, Lwe Htoo, Yel Aung,)
November Htoo, Eh Khu, Saw Tay, Sa)
Thain, Thain Shein, Ha Ba, Taw Thu,)
Kway Lit, Win Myint, Tho Tho, Dah Bu,)
Min No, Sae Meh, Kig Meh, Oo Meh, Lal)
Buk Tluang, Meh Meh, Me Reh, Say)
Wah Paw, Ta Ko Lo, Day Lah, Thaw)
Reh, Tin Aung, Wai B. Poe, Eh Dao, Eh)
Has Tee, Eah Gay, Pow Meh,)

CASE NO.: CI 18-10726

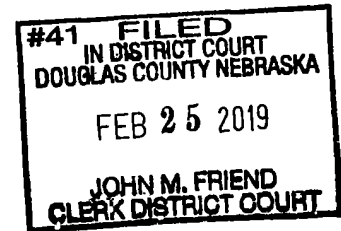
ANSWER AND COUNTERCLAIM

Plaintiffs,

v.

AB REALTY, LLC, a foreign LLC)
organized under the laws of Utah,)
and KAY ANDERSON,)

Defendants.



Defendants AB Realty, LLC (“AB Realty”) and Kay Anderson (“Anderson”) submit the following Answer to Plaintiffs’ Complaint:

- 1. Defendants deny each and every allegation set forth in Plaintiffs’ Complaint which is not specifically admitted or otherwise pled to.



2. Defendants do not have sufficient knowledge of belief to admit or deny paragraphs 1-92 and therefore deny.
3. In response to paragraph 93, Defendants admit that AB Realty is a Utah Limited Liability Company that owns and manages the real property located at 3341 Lake Street in Omaha, Douglas County, Nebraska and deny the remainder of paragraph 93.
4. In response to paragraph 94, Defendants admit that Anderson is an individual residing in Omaha, Douglas County, Nebraska, and deny the remainder of paragraph 94.
5. Defendants deny paragraphs 95 - 96.
6. In response to paragraph 97, Defendants admit that many of the Plaintiffs are refugees and deny the remainder of paragraph 97.
7. In response to paragraph 98, Defendants admit that AB Realty is the owner of the Yale Park Apartments and deny the remainder of paragraph 98.
8. Defendants admit paragraph 99.
9. In response to paragraph 100, Defendants admit that certain Plaintiffs entered into separate written lease agreement with AB Realty and deny the remainder of paragraph 100.
10. In response to paragraph 101, Defendants admit that Anderson resided at Yale Park Apartments and deny the remainder of paragraph 101.
11. Defendants deny paragraphs 102 – 112. The entirety of paragraph 112 is immaterial, impertinent, and scandalous and should be stricken pursuant to Nebraska Court Rule § 6-1112(f).

12. In response to paragraph 113, Defendants admit that the Plaintiffs were primarily responsible for most, if not all, of any legitimate issues regarding the condition of the Yale Park Apartments and deny the remainder of paragraph 113.
13. Defendants deny paragraph 114 – 116.
14. In response to paragraph 117, Defendants admit that Plaintiffs' actions and/or inactions have caused and/or contributed to AB Realty being damaged over \$2,000,000 and deny the remainder of paragraph 117.
15. Defendants deny paragraphs 118 – 119. The second sentence of paragraph 118 and the entirety of paragraph 119 are immaterial, impertinent, and scandalous and should be stricken pursuant to Nebraska Court Rule § 6-1112(f). Defendants further allege that Paragraph 13 of the lease agreements provides, in relevant part: "DAMAGES: OWNER/AGENT IS NOT LIABLE FOR AND DOES NOT PROVIDE INSURANCE ON RESIDENT'S PERSONAL PROPERTY."
16. No response to paragraph 120 is necessary.
17. In response to paragraph 121, Defendants admit that certain Plaintiffs entered into separate leases with AB Realty and deny the remainder of paragraph 121.
18. Defendants deny paragraph 122 and affirmatively allege that Anderson was not a party to any lease involving the Plaintiffs.
19. Defendants deny paragraph 123.
20. No response to paragraph 124 is necessary.
21. In response to paragraph 125, Defendants admit that AB Realty was the landlord of the Yale Park Apartments and that the Nebraska Landlord Tenant Act speaks for itself. Defendants deny the remainder of paragraph 125.

22. Defendants deny paragraphs 126 - 127.
23. No response to paragraph 128 is necessary.
24. Defendants deny paragraphs 129 -133.
25. No response to paragraph 134 is necessary.
26. Defendants deny paragraphs 135 - 138.
27. No response to paragraph 139 is necessary.
28. Defendants deny paragraphs 140 - 141.
29. Defendants deny paragraph 142.
30. No response to paragraph 143 is necessary.

AFFIRMATIVE ALLEGATIONS AND DEFENDANTS

31. Plaintiffs' Complaint is legally frivolous, has been filed and is being maintained in bad faith and in the absence of any legal or factual basis. The Complaint also blatantly contradicts the plain and express provisions of the Nebraska Landlord Tenant Act, the lease agreements executed by Plaintiffs, and the provisions of the Omaha Municipal Code, including the 2006 International Property Maintenance Code.¹
32. The Complaint was designed and is being maintained to harass the Defendants in a malicious and concerted effort to attempt to coerce and intimidate AB Realty to sell and/or abandon the Yale Park Apartments.
33. The Complaint omits and conceals pertinent and material information, including Plaintiffs' obligations and duties owed under the plain and express language of the lease agreements and the law, which serve as insuperable bars to the relief requested.

¹ The 2006 International Property Maintenance Code was adopted and is considered the property maintenance code for the City of Omaha pursuant to § 48-111 of the Omaha Municipal Code.

34. The Complaint fails to satisfy even the most basic of pleading standards required by the Nebraska Rules. The Complaint, on its face, contains only general and overly broad allegations and is devoid of any facts, instances, or damages regarding any specific Plaintiff.
35. The Complaint is barred by the plain and express provisions of the Nebraska Landlord Tenant Act, the lease agreements executed by Plaintiffs, and the Omaha Municipal Code, including the 2006 International Property Maintenance Code.
36. Plaintiffs' claims for emotional injury are barred, as a matter of law and public policy, because Plaintiffs have not even alleged, let alone suffered, any physical damages or injuries.
37. Plaintiffs' claims are barred by their own conduct, fraud, breaches of contract, negligence, and other improper, unlawful, and tortious actions.
38. Plaintiffs' claims are barred because they have failed to perform, or even plead performance of, their legal and contractual duties owed to AB Realty.
39. Plaintiffs have failed to state claims upon which relief can be granted.
40. Some or all of the Plaintiffs lack standing to maintain these claims.
41. Plaintiffs' claims are barred by the doctrines of illegality, assumption of risk, estoppel, contributory negligence, failure of consideration, laches, unjust enrichment, fraud, unclean hands, accord and satisfaction, release, payment, and waiver.
42. Defendants are entitled to offset, set-off, and recoup amounts owed to them by Plaintiffs.
43. Plaintiffs have failed to plead their purported claims of fraud with any particularity as required by Nebraska Court Rule § 6-1109(b).

44. Plaintiffs have failed to plead the performance or occurrence of conditions precedent as required by Nebraska Court Rule § 6-1109(c).
45. Plaintiffs have failed to specifically plead time and place as required by Nebraska Court Rule § 6-1109(f).
46. Plaintiffs have failed to specifically plead their purported special damages as required by Nebraska Court Rule § 6-1109(g).
47. AB Realty has performed and/or has stood ready, willing, and able to perform any duties and obligations owed to the Plaintiffs, but has been prevented and impeded from doing so by the fraudulent, unlawful, improper, and tortious actions, conduct, and/or inactions of Plaintiffs.
48. Anderson, as an individual, owes no duties to Plaintiffs and there is no privity between any of the Plaintiffs and Anderson.
49. Anderson never entered into any agreement or lease with any of the Plaintiffs.
50. Plaintiffs' claims against Anderson are barred by the corporate shield doctrine and the intracorporate conspiracy doctrine.
51. Plaintiffs cannot recover pursuant to agreements that they materially breached and failed to perform under.
52. Plaintiffs have failed to mitigate their purported damages. Any damage or harm purportedly suffered by the Plaintiffs was caused by their own actions and/or inactions, the actions and/or inactions of the other Plaintiffs, and/or the actions of non-parties.
53. Any purported violations of the applicable minimum building or housing code were caused primarily by lack of reasonable care by the Plaintiffs or other persons in their households.

54. Plaintiffs have failed to join indispensable and/or necessary parties, including the City of Omaha and Restoring Dignity.
55. AB Realty is expressly authorized, by law, to retain security deposits and apply them to the amount of damages it has suffered by reason of the Plaintiffs' noncompliance with the lease agreements and failure to maintain their apartments pursuant to Neb. Rev. Stat. § 76-1416. Paragraph 17 of the lease agreements further precludes the Plaintiffs from seeking the return of any security deposits because they failed to keep the entire apartments, including ranges, refrigerators, bathrooms, fixtures, closets, and cabinets clean, left indentations and/or scratches in the woodwork, failed to restore the floors to their original condition, did not remove all debris, rubbish, and discards from the premises and apartments and place it in proper containers, and damaged the premises, apartments, common areas, and/or their contents beyond normal wear and tear.
56. Plaintiffs have failed to act in good faith in the exercise of the performance of their lease obligations or in seeking the intervention of this Court as required by Neb. Rev. Stat. § 76-1411.
57. AB Realty had no written or actual notice of any purported deviation from the applicable minimum housing codes materially affecting health and safety as required by Neb. Rev. Stat. § 76-1419(a).
58. AB Realty had no written or actual notice that the premises were allegedly not in a fit or habitable condition as required by Neb. Rev. Stat. § 76-1419(b).
59. Plaintiffs have failed to provide adequate or timely notice to AB Realty of any purported problems, complaints, or maintenance issues as required by Neb. Rev. Stat. § 76-1413.

60. Plaintiffs have failed to deliver notice to AB Realty of any alleged failure to supply running water, hot water, heat, or essential services as required by Neb. Rev. Stat. § 76-1427.
61. Plaintiffs failed to provide AB Realty with any notice of any purported noncompliance or opportunity to cure any purported issues as required by Neb. Rev. Stat. § 76-1425.

WHEREFORE, Defendants respectfully request that this Court dismiss Plaintiffs' Complaint with prejudice, award Defendants costs and attorney fees, including as authorized by Neb. Rev. Stat. §§ 76-1431 and 76-1435, impose appropriate sanctions pursuant to Neb. Rev. Stat. §§ 25-824 – 24-824.03, and grant such other relief as may be necessary, just, or equitable under the circumstances.

COUNTERCLAIM

62. AB Realty is a Utah Limited Liability Company that owns and manages the real property and Yale Park Apartments located at 3341 Lake Street in Omaha, Douglas County, Nebraska.
63. Plaintiffs are individuals described in Paragraphs 1-92 of the Complaint.
64. AB Realty entered into written lease agreements with some of the Plaintiffs.
65. Pursuant to those lease agreements, the Plaintiffs expressly agreed to accept the premises and their apartments in their current and present conditions. Paragraph 15 of the lease agreements provides, in pertinent part, "Resident accepts premises in present condition."
66. The Plaintiffs further expressly agreed in Paragraph 13 of the lease agreements to submit to AB Realty a written list enumerating any torn screens, broken windows, or missing inserts within 10 days of execution of the lease agreements. None of the Plaintiffs

submitted to AB Realty any such list because there were no torn screens, broken windows, broken doors, or missing inserts at the time.

67. The Plaintiffs further agreed that “Upon possession Resident shall immediately test all smoke detectors and notify YP APARTMENTS if NOT functional.” None of the Plaintiffs notified AB Realty of any non-functional smoke detectors because all of the smoke detectors were functional at the time.
68. Pursuant to the lease agreements, the Plaintiffs expressly agreed to provide notice to AB Realty of any problems, issues, or damage regarding the apartments, appliances, and common areas. For example, Paragraph 13 of the lease agreements provides, in pertinent part: “Resident will give notice to OWNER/AGENT of any breakage, damage, waste or litter or of any structure, unit or appliances or common area.” In the lease agreements, OWNER/AGENT is defined as AB Realty.
69. Pursuant to the lease agreements, the Plaintiffs expressly agreed to keep and maintain their apartments in the condition as provided to them and in a clean and safe condition in compliance with all applicable governmental laws and regulations. As examples:
- Paragraph 13 of the lease agreements, provides, in pertinent part: “Resident will comply with all applicable governmental laws and regulations.”
 - Paragraph 13 further provides, in pertinent part, “The Resident agrees to...
 - (a) Maintain premises in clean and safe condition and upon lease termination put premises in as clean a condition except for ordinary wear and tear as when occupancy commenced;
 - (b) Dispose from dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner and in plastic garbage bags; keep all plumbing fixtures as clean as condition permits, use in reasonable manner all electrical, plumbing, heating, air conditioning and other facilities and appliances. TRASH AND/OR GARBAGE SHALL BE KEPT IN PLASTIC BAGS AND REMOVED TO OUTSIDE TRASH CANS OR DUMPSTERS, AS PROVIDED;

- (c) Resident acknowledges that all drains in the rented unit are free running and that any stoppages of sink, tub, or toilet drains, within the unit, will be caused by Resident. Resident agrees to pay the cost necessary to clear any such drain stoppages...
- (d) Not deface, damage, waste, litter or remove any part of the premises or permit any persons or guest to do so...
- (j) Resident shall keep unit free from all bug infestation.

- Paragraph 15 of the lease agreements provides, in pertinent part, "Resident shall surrender premises at termination of rental agreement in as good and rentable condition as received, with the exception of reasonable wear and tear."
- Paragraph 16 of the lease agreements provides, in pertinent part: "RESIDENT SHALL PLACE TRASH/GARBAGE INTO PROPER CONTAINERS. RESIDENT SHALL PUT ALL TRASH/GARBAGE IN SEALED sturdy CLEAR PLASTIC BAGS that are sturdy."

70. The discounted rent charged to Plaintiffs was contemplated, set, and reduced specifically because of the Plaintiffs' agreement to perform certain duties and obligations, particularity related to maintenance, upkeep, and cleanliness. If the Plaintiffs did not agree to perform certain duties and obligations, particularity related to maintenance, upkeep, and cleanliness, the rent would have needed to be significantly higher to offset the additional cost and burden to AB Realty.

71. The Plaintiffs were further required, by law, to keep and maintain their apartments in a clean and safe condition in compliance with all applicable governmental laws and regulations. Pursuant to Neb. Rev. Stat. § 76-1421, "The tenant shall:

- (1) Comply with all obligations primarily imposed upon tenants by applicable minimum standards of building and housing codes materially affecting health or safety;
- (2) Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit, and upon termination of the tenancy place the dwelling unit in as clean condition, excepting ordinary wear and tear, as when the tenancy commenced;
- (3) Dispose from his dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner;

- (4) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- (5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances including elevators in the premises; and
- (6) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so..."

72. Paragraph 305.1 of the 2006 International Property Maintenance Code provides, in pertinent part:

The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition.

73. The Plaintiffs were further required, by law, to keep the apartments free of pests, rodents, and bugs and to exterminate any pests, rodents, and bugs. Paragraph 308.4 of the 2006 International Property Maintenance Code provides, in pertinent part: "If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant shall be responsible for extermination." Paragraph 308.5 of the 2006 International Property Maintenance Code provides, in pertinent part: "The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

74. From approximately August 27, 2018 through September 14, 2018, many of the Plaintiffs signed documents that included false, misleading, slanderous, libelous, and defamatory statements and blatantly ignored, contradicted, and undermined the existence and plain language of material provisions of the Nebraska Landlord Tenant Act, the lease agreements executed by Plaintiffs, and the Omaha Municipal Code, including the 2006 International Property Maintenance Code ("the Malicious Documents").

75. The Malicious Documents were then submitted to the City of Omaha. All of the Malicious Documents contained false and misleading statements, including the following:

These defects affect my family's health and safety and were not caused by me or my family. You have a duty to make these repairs under state law. If the listed repairs are not made or the condition/s corrected I will pursue my other legal remedies. A copy of this complaint was also sent to the city of Omaha code violations.

76. The Malicious Documents falsely implied and stated that they were prepared for and submitted to AB Realty, with a copy to the City of Omaha. In fact, none of the Malicious Documents were ever provided to AB Realty by the Plaintiffs. None of the Malicious Documents were provided to AB Realty by anyone at the time they were submitted to the City of Omaha. AB Realty was forced to obtain the Malicious Documents from the City of Omaha through a Freedom of Information Act request on or about October 11, 2018.

77. Contrary to the false and misleading inferences in the Malicious Documents, Plaintiffs had never provided adequate or timely notice to AB Realty of any of the purported issues listed in the Malicious Documents. The Plaintiffs made no effort to and did not previously provide any of the appropriate notices to the Plaintiffs required by the lease agreements or the Nebraska Landlord Tenant Act, including Neb. Rev. Stat. §§ 76-1419(a), 76-1419(b), 76-1413, 76-1427, and 76-1425.

78. The Malicious Documents listed items that were primarily caused or created by the Plaintiffs, their families, and/or their guests, mostly through a failure to follow basic, inexpensive, and routine cleaning, maintenance, food storage, and trash disposal.

79. The Malicious Documents listed items that primarily consisted of issues Plaintiffs were required to avoid or remedy under the Nebraska Landlord Tenant Act, the lease

agreements executed by Plaintiffs, and the Omaha Municipal Code, including the 2006 International Property Maintenance Code.

80. The City of Omaha then utilized the Malicious Documents and the issues caused or created by the Plaintiffs in breach of their legal and contractual duties to conduct an unconstitutional search and effective seizure of the Yale Park Apartments on September 20, 2018. On September 20, 2018, the City of Omaha shut down all of the apartment buildings and removed all of the tenants, including the Plaintiffs and Anderson, from their homes.
81. All of the Yale Park Apartments remain closed as of the date of this filing.
82. On September 20, 2018 and because of the actions taken by the City of Omaha, AB Realty was finally made aware that the Plaintiffs were not disposing of their trash and food waste properly and failing to maintain their apartments in clean and sanitary conditions.

FIRST CLAIM FOR RELIEF: BREACH OF CONTRACT

83. The foregoing paragraphs are incorporated by reference.
84. AB Realty and some of the Plaintiffs entered into lease agreements for the lease of apartments in the Yale Park Apartments.
85. AB Realty has performed and/or has stood ready, willing, and able to perform any duties and obligations owed to the Plaintiffs, but has been prevented and impeded from doing so by the fraudulent, unlawful, improper, and tortious actions, conduct, and/or inactions of Plaintiffs.
86. The Plaintiffs have materially breached and failed to perform their duties and obligations owed under the lease agreements, including, but not limited to, the following:

- Failing to act in good faith in the exercise of the performance of their lease obligations or in seeking the intervention of this Court as required by Neb. Rev. Stat. § 76-1411;
- Failing to provide appropriate, adequate, or timely notice, including any required by the lease agreements and the Nebraska Landlord Tenant Act, including Neb. Rev. Stat. §§ 76-1419(a), 76-1419(b), 76-1413, 76-1427, and 76-1425;
- Engaging in activity that threatened the health or safety of other tenants, AB Realty, and AB Realty's employees and agents in violation of Neb. Rev. Stat. § 76-1431(4);
- Failing to provide AB Realty notice of any breakage, damage, waste, or litter of the structure, apartments, or common area as required by Paragraph 13 of the lease agreements;
- Failing to reimburse AB Realty for the total cost of repairs, waste, damage, litter, and all property damaged by Plaintiffs, their families, and/or guests as required by Paragraph 13 of the lease agreements;
- Causing torn or missing screens or storms, broken windows, broken doors, and missing inserts in the apartments;
- Failing to pay for torn screens, broken windows, and missing inserts in the apartments as required by Paragraph 13 of the lease agreements;
- Failing to comply with all applicable governmental laws and regulations as required by Paragraph 13 of the lease agreements;
- Failing to comply with all obligations primarily imposed upon them by applicable minimum standards of building and housing codes materially affecting health or safety as required by Neb. Rev. Stat. § 76-1421(1);
- Failing to maintain the premises and their apartments in a clean and safe condition as required by Paragraph 13 of the lease agreements and Neb. Rev. Stat. § 76-1421(2);
- Failing to maintain the interiors of the apartments and equipment therein in good repair, structurally sound, and in a sanitary condition as required by Paragraph 305.1 of the 2006 International Property Maintenance Code;

- Failing to keep the part of the structures and apartments which they occupied or controlled in a clean and sanitary condition as required by Paragraph 305.1 of the 2006 International Property Maintenance Code;
- The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition.
- Failing upon surrender, to place the premises and their apartments in as clean a condition as when occupancy commenced, except for ordinary wear and tear, as required by Paragraphs 13 & 15 of the lease agreements and Neb. Rev. Stat. § 76-1421(2);
- Failing to return the apartments in a clean and undamaged condition, subject only to normal wear and tear, in violation of Paragraph 17(b) of the lease agreements;
- Failing to keep trash, garbage, and food waste in plastic bags in outside trashcans or dumpsters as required by Paragraph 13 of the lease agreements;
- Failing to remove all debris, rubbish, and discards from the premises and apartments and place in proper containers in violation of Paragraph 17(g) of the lease agreements;
- Failing to dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner and in plastic garbage bags as required by Paragraphs 13 & 16 of the lease agreements and Neb. Rev. Stat. § 76-1421(3);
- Failing to keep all plumbing fixtures as clean as their conditions permit as required by Paragraph 13 of the lease agreements and Neb. Rev. Stat. § 76-1421(4);
- Failing to use, in a reasonable manner, all electrical, plumbing, sanity, heating, ventilation, air conditioning, and other facilities and appliances as required by Paragraph 13 of the lease agreements and Neb. Rev. Stat. § 76-1421(5);
- Causing and/or permitting stoppages of sinks, tubs, and toilet drains in violation of Paragraph 13 of the lease agreements;
- Failing to pay the cost necessary to clear stoppages of sinks, tubs, and toilet drains in violation of Paragraph 13 of the lease agreements;

- Defacing, damaging, littering, and/or removing parts of the premises and/or knowingly permitting others to do so in violation of Paragraph 13 of the lease agreements;
- Destroying, defacing, damaging, impairing, and/or removing parts of the premises and/or knowingly permitting others to do so in violation of Neb. Rev. Stat. § 76-1421(6);
- Failing to keep the apartments free from bugs in violation of Paragraph 13 of the lease agreements;
- Failing to keep the apartments free of pests, rodents, and bugs and to exterminate any pests, rodents, and bugs in violation of Paragraphs 308.4 and 308.5 of the 2006 International Property Maintenance Code;
- Failing to keep the entire apartments, including ranges, refrigerators, bathrooms, fixtures, closets, and cabinets clean in violation of Paragraph 17(a) of the lease agreements;
- Leaving indentations and/or scratches in the woodwork in violation of Paragraph 17(b) of the lease agreements;
- Failing to restore the floors to their original condition in violation of Paragraph 17(c) of the lease agreements;
- Damaging the premises, apartments, common areas, and/or their contents beyond normal wear and tear in violation of Paragraph 17(j) of the lease agreements;
- Failing to test all smoke detectors and notify AB Realty if any were not functional in violation of the lease agreements; and
- Signing the Malicious Documents even though they contained false, misleading, slanderous, libelous, and defamatory statements and blatantly ignored, contradicted, and undermined the existence and plain language of material provisions of the Nebraska Landlord Tenant Act, the lease agreements executed by Plaintiffs, and the Omaha Municipal Code, including the 2006 International Property Maintenance Code.

87. As a direct and proximate result of Plaintiffs' material breaches of the lease agreements, AB Realty has suffered damages, including a loss of revenue from the Yale Park

Apartments from September 20, 2018 in an amount yet to be determined and the costs of accessing and repairing the apartments and the damage caused by the Plaintiffs, estimated to be no less than \$1,000,000.

SECOND CLAIM FOR RELIEF: NEBRASKA LANDLORD TENANT ACT

88. The foregoing paragraphs are incorporated by reference.
89. Plaintiffs were tenants of the landlord, AB Realty, and owed duties to AB Realty under the Nebraska Landlord Tenant Act.
90. AB Realty has performed and/or has stood ready, willing, and able to perform any duties and obligations owed to the Plaintiffs under the Nebraska Landlord Tenant Act, but has been prevented and impeded from doing so by the fraudulent, unlawful, improper, and tortious actions, conduct, and/or inactions of Plaintiffs.
91. Plaintiffs breached their duties and obligations owed to AB Realty under the Nebraska Landlord Tenant Act, including as set forth throughout this Complaint and as alleged in Paragraph 86 above.
92. Plaintiffs' non-compliance with and breach of their duties and obligations owed to AB Realty under the Nebraska Landlord Tenant Act was willful.
93. As a direct and proximate result of Plaintiffs' failure to abide by their duties and obligations owed to AB Realty under the Nebraska Landlord Tenant Act, AB Realty has suffered damages, including those pled in Paragraph 87 above.

THIRD CLAIM FOR RELIEF: TORTIOUS INTERFERENCE WITH CONTRACTUAL RELATIONS/EXPECTANCIES

94. The foregoing paragraphs are incorporated by reference.
95. AB Realty has and/or had contractual relationships in the form of lease agreements with the Plaintiffs for the lease of the Yale Park Apartments. AB Realty further has a

reasonable expectation of economic gain from the lease agreements and the continued operation of the Yale Park Apartments. AB Realty further has and/or had a reasonable expectation that the Plaintiffs would abide by their responsibilities, duties, and obligations under the Nebraska Landlord Tenant Act, the lease agreements executed by Plaintiffs, and the Omaha Municipal Code, including the 2006 International Property Maintenance Code. AB Realty further had a relationship with and expectancy regarding the City of Omaha that it would not be investigated, searched, shut down, punished, or fined as a result of Plaintiffs' failure to abide by their responsibilities, duties, and obligations under the Nebraska Landlord Tenant Act, the lease agreements, and the Omaha Municipal Code, including the 2006 International Property Maintenance Code. AB further had an expectancy that the Plaintiffs would not sign Malicious Documents even though they contained false, misleading, slanderous, libelous, and defamatory statements and blatantly ignored, contradicted, and undermined the existence and plain language of material provisions of the Nebraska Landlord Tenant Act, the lease agreements, and the Omaha Municipal Code, including the 2006 International Property Maintenance Code.

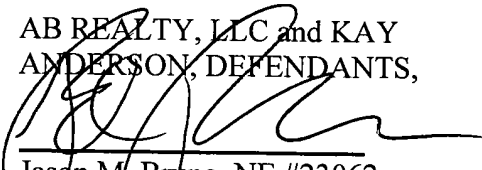
96. Plaintiffs were and remain aware of AB Realty's relations, agreements, and expectancies and have engaged and continue to engage in an unjustified and wrongful course of conduct intended to disrupt, impair, and interfere with those relations, agreements, and expectancies.
97. As a direct and proximate result of Plaintiffs' tortious interference, AB Realty has suffered damages, including those pled in Paragraph 87 above.

FOURTH CLAIM FOR RELIEF: ABUSE OF PROCESS

98. The foregoing paragraphs are incorporated by reference.
99. Defendants have used and continue to use this lawsuit and the Malicious Documents against AB Realty. The Defendants have done so primarily to accomplish purposes for which the processes were not designed, including to: 1) harass, intimidate, burden, and annoy Defendants; 2) to undermine and circumvent the provisions and protections of the Nebraska Landlord Tenant Act, the lease agreements, and the Omaha Municipal Code, including the 2006 International Property Maintenance Code; 3) to interfere with, obstruct, and destroy the Yale Park Apartments and the reputations of Defendants; 4) to force the sale or forfeiture of the Yale Park Apartments to third-party developers at a discounted price; and 5) to provide talking points to the press and media in furtherance of a political agenda and smear campaign driven by third parties.
100. As a direct and proximate result of Plaintiffs' abuse of process, AB Realty has suffered damages, including those pled in Paragraph 87 above.

WHEREFORE, Defendants respectfully request that this Court enter judgment against Plaintiffs, jointly and severally, for all of their past, present, and future, general, special, compensatory, and statutory damages in an amount to be determined at trial, award Defendants costs and attorney fees, including as authorized by Neb. Rev. Stat. §§ 76-1431 and 76-1435, and grant such other relief as may be necessary, just, or equitable under the circumstances.

AB REALTY, LLC and KAY
ANDERSON, DEFENDANTS,



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Attorney for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing instrument was emailed on February 25, 2019, to the following:

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