IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

STEVEN J. DONAHUE, Secretary of the Central Park Tower Resident Council, 1511 Farnam Street, Omaha, Nebraska 68102,
Plaintiff,

v.

CPT BURT APARTMENTS 23 LLC, c/o CSC-Lawyers Incorporating Service Company, 233 South 13th Street, Suite 1900, Lincoln, Nebraska 68508,
Defendant.

Case No. CI 26-7666

COMPLAINT

(with request for injunctive and declaratory relief)

Plaintiff Steven J. Donahue, Secretary of the Central Park Tower Resident Council, on behalf of the Board and residents, for his Complaint against Defendant CPT Burt Apartments 23 LLC, states as follows:

I. Introduction

1. This is an action under the Nebraska Uniform Residential Landlord and Tenant Act, Neb. Rev. Stat. §§ 76-1401 et seq., including the anti-retaliation provision at § 76-1439, together with claims for decrease in services, failure to provide resident participation funds required at a HUD RAD Project-Based Rental Assistance property, unlawful interference with protected tenant organizing, and related injunctive and declaratory relief.

2. The property is Central Park Tower, 1511 Farnam Street, Omaha, Nebraska 68102, a multi-family HUD (U.S. Department of Housing and Urban Development) RAD (Rental Assistance Demonstration) PBRA (Project-Based Rental Assistance) project. HUD holds the Housing Assistance Payments contract; HUD's Office of Housing enforces it. Defendant is the owner.

3. A prior related action, Douglas County District Court Case No. CI 26-7666, was dismissed without prejudice on September 24, 2026. In connection with that dismissal, Defendant

agreed to restore and reopen the Community Room (which also serves as a tornado shelter) within 30 days. Defendant did not do so. All previous exhibits filed in Case No. CI 26-7666 are incorporated herein by reference and are attached or will be offered as exhibits. This Complaint further incorporates post-dismissal facts, formal notices given to Defendant, and continuing failures to restore services and to refrain from retaliation.

II. Parties

4. Plaintiff Steven J. Donahue is a tenant at Central Park Tower, Apartment 110, and the elected Secretary of the Central Park Tower Resident Council. He is a community activist and proceeds in this action pro se in his individual capacity as a tenant and elected Council officer, in furtherance of the protected organizing activities of the Resident Council. Owner and management sought to oust him in retaliation for Board matters. He does not appear as legal counsel for the Board or for any other resident, and he makes no claim to represent them in a professional capacity. He did not vote on the September 18, 2026 resolution retaining him as Secretary.

5. Defendant CPT Burt Apartments 23 LLC is a Nebraska limited liability company, SOS No. 2209184806, and the owner of Central Park Tower. Its registered agent is CSC-Lawyers Incorporating Service Company, 233 South 13th Street, Suite 1900, Lincoln, Nebraska 68508. Management has been provided successively by Seldin, Cohen-Esrey, PHMD/Premier, and, as of November 3, 2026, AssetLiving—the fourth management company in two years. Defendant is responsible for the acts of its agents and prior managers.

III. Jurisdiction and Venue

6. This Court has subject-matter jurisdiction over claims arising under the Nebraska Uniform Residential Landlord and Tenant Act and for equitable relief.

7. Venue is proper in Douglas County because the real property is located in Douglas County and the prior related action was filed in this Court.

IV. Factual Allegations

A. Protected Activity and Formal Notice

8. The Central Park Tower Resident Council is a resident-established organization. It meets regularly, operates democratically, and is independent of the owner and management. The Board was first elected on August 19, 2024. Management was present at that meeting.

9. On or about September 18, 2026, after an ad hominem attack on the Secretary received from the owner and management, the Board voted 4–0 to retain Steven J. Donahue as Secretary. He did not vote. That vote rejected the attack and the unfounded assertions in it.

10. The Council has requested restoration and reopening of the Community Room and confirmation of tornado-shelter access.

11. On September 24, 2026, this Court entered an Order of Dismissal Without Prejudice in Case No. CI 26-7666. Costs were waived because the matter was commenced in forma pauperis. Pending hearings were vacated. After that order, the Council gave Defendant through October 24, 2026 to restore and reopen the Community Room.

12. On October 1, 2026, President Daniel Lukat, for the Board, sent a formal Notice of Protected Resident Organizing and Anti-Retaliation to Defendant's registered agent. The notice identified the Council and its officers as engaged in protected activity, cited Neb. Rev. Stat. § 76-1439, warned that parking is a service that may not be reduced or selectively enforced because of Council activity, requested written confirmation of Community Room restoration by October 24, 2026 and continued tornado-shelter access, and directed responses to the President at cptresidentcouncil@gmail.com and to the Secretary at Apartment 110. A copy is attached or will be offered as an exhibit. Owner and management continue to post hours at which the Community Room will be open, even on the doors of the Community Room itself, but the room has not been opened and tornado-shelter warnings have been taken down. A sign posting hours is not the same as an open room. This continues the failure, after the October 1, 2026 notice, to restore Community Room access and tornado-shelter function by the October 24, 2026 date.

13. On September 30, 2026, Jackie Klacik, Vice President of Operations for PHMD/Premier, emailed the President and Secretary (copied to management, Edgemark, HUD personnel, and City of Omaha enforcement) directing the Resident Council to cease issuing notices or communications addressing property management responsibilities, policies, maintenance, or

operational issues without prior management approval, and ordering removal of any unapproved notices. She demanded prior approval of Board postings and communications with no basis in constitutional or statutory law. On October 1, 2026, the Council responded in writing, rejecting the demand and citing 24 CFR §§ 245.100, 245.110, and 245.115 (protected activities of a tenant organization include leaflets, posting, and other reasonable activities; owners and agents shall not require prior permission). The Council stated it would not submit communications for pre-approval and would not remove notices on that ground.

14. On October 1, 2026, the Council also sent a formal Demand for Resident Participation Funds to the registered agent and to Aaron Metz of Edgemark. The demand is described in paragraphs 34–37 below.

15. On October 5, 2026, Plaintiff filed a written complaint with the Nebraska State Fire Marshal, Elevator Inspection Division, regarding the passenger elevator. The posted Annual Conveyance Certificate shows an inspection date of May 4, 2023 (photograph taken October 1, 2026). This is a complaint to a government agency charged with enforcement. For the past four days, one of the elevators has been out of commission, leaving residents who cannot use the stairs dependent on the remaining car.

16. At a Special Board Meeting held prior to completion of Community Room work (separate from the October 30 general membership meeting), the Board unanimously adopted resolutions, including:

a. Resolution 2026-07 demanding resident participation funding at $25 per occupied unit and a written accounting under HUD rules, including 24 C.F.R. Part 964;

b. Resolution 2026-08 demanding a written policy allowing visiting personal-care aides reasonable access and parking on the lot controlled by the owner from Farnam Street to Harney Street, as a Fair Housing Act, Section 504, and ADA accommodation, without guest-fee or parking-fee penalty. Many residents are on the Nebraska Waiver program that requires aides rather than placement in a nursing home; denial or restriction of reasonable access and parking for those aides therefore interferes with their ability to remain in the community. Omaha Municipal Code § 55-738 and Table 55-738 require accessible-space set-asides in off-street parking facilities; those set-asides may not be eliminated or used as retaliation and support the requested accommodation for visiting personal-care aides;

c. Resolution 2026-11 demanding a current tenant roster for official Council notice and election use only, consistent with the rights of a tenant organization under 24 C.F.R. §

245.115 and the democratic-election requirements of 24 C.F.R. § 964.115; and

d. Resolution 2026-13 directing the President and Secretary to inspect Community Room progress and authorizing and supporting Steven J. Donahue, as Secretary and community activist, to pursue further court action if the room is not made usable in time for the October 30 meeting.

These resolutions are further protected organizing activity and formal Board authorization for the demands already made.

B. October 30, 2026 Resident Council Meeting and Management Information Demand

17. On October 30, 2026, the Central Park Tower Resident Council held a resident-only meeting. Non-residents, including management and staff, were asked to leave. The officers and board members present included President Daniel Lukat (Presiding Officer), Debbie Lenhoff (First Vice President), Theresa Brogdersen (Second Vice President), Kathy Whitbeck (Treasurer), Steven Donahue (Secretary), and Board Members Richard Holland and Joyce Wood. Two additional residents were elected to the Board with roles temporarily defined as "board member."

18. The following motions were carried unanimously (no dissenting votes among those present and voting):

a. Motion for a Closed, Resident-Only Meeting;

b. Nominations and Election of Board Members;

c. Motion to Restart Community Internet, to be pursued under the framework of diminishment of services and retaliation;

d. Motion for Thanksgiving Day Party, conditioned on availability of a working stove and sink in the Community Room;

e. Petition to Owner and Management Regarding Building Problems, listing current building problems and requesting prompt corrective action;

f. Motion to File in Small Claims Court for Past-Due Board "Dues";

g. Motion to Restore the Community Room and Authorize Further Court Action;

h. Motion to Provide CMS Complaint Forms and SASEs; and

i. Motion to Set Next Meeting for Christmas Party.

Minutes of the meeting were provided to management and are attached as Exhibit A.

19. On or about November 2, 2026, Morgan Wilson, Asset Manager for Edgemark (acting for Defendant), sent a written request for extensive additional information concerning the October 30 meeting. The request sought: the number of residents who attended and the names or positions of officers present; the Council's quorum requirement and confirmation that a quorum was present; the number of eligible residents who voted and the vote count for each motion; a copy of the notice and agenda distributed before the meeting, including the date and manner of notice; a current copy of the Council's bylaws, including provisions governing membership, quorum, nominations, elections, voting, officer and board positions, collection of dues, and authorization of legal action; and the names of the two residents elected to the board, the nomination and voting procedure used, their terms of office, and the responsibilities associated with the temporary "board member" positions. The letter stated that these requests were not intended to interfere with the Council's independent operation but that ownership and management needed the information to evaluate the matters presented and provide a meaningful response. It specifically noted that statements concerning diminishment of services and past-due amounts could not be evaluated based on the minutes as written. Many of the requested documents are available on the public website of the Board, centralparktower.org, of which the owner and its agents are aware.

20. On November 2, 2026, the Council responded in writing to Ms. Wilson. The response identified the officers and board members present as listed in the minutes, confirmed that two new members were elected, and stated that the minutes accurately reflect the meeting and the actions taken. The response cited 24 C.F.R. § 964.115 (requiring written procedures such as bylaws providing for democratic election of the governing board by the voting membership and for recall) and stated that the Council's bylaws were long ago provided to HUD and follow the format and requirements applicable to resident councils in HUD-assisted housing. Any decision to provide the bylaws to an outside party will require a vote of the Council pursuant to those procedures; the Council will consider that request at its next meeting and advise of the outcome. The response further stated that the Council's internal records, including its physical minute book maintained since August 2024, are maintained by and remain under the control of the Council consistent with its independent operation under 24 C.F.R. Part 964; that management representatives may attend Council meetings only when invited by the Council; and that the Council is prepared to continue providing minutes of its meetings as appropriate and to respond to specific, limited requests that do not require disclosure of internal materials beyond what has already been supplied or what the Council

votes to release. The Council looked forward to management's review of the matters already presented in the minutes, including the statements concerning diminishment of services and past-due amounts, and to a substantive response once that review is complete. A copy of the response is attached or will be offered as an exhibit.

21. The November 2 information demand, coming after the Council's rejection of the September 30 prior-approval demand and while the Council was pressing protected demands for restoration of services and resident participation funds, constitutes further interference with protected organizing activity. Conditioning a substantive response on production of internal governance documents and voting records is inconsistent with the independent operation of a tenant organization under 24 C.F.R. Part 964 and 24 C.F.R. §§ 245.100–245.115 and supports the retaliation claim under Neb. Rev. Stat. § 76-1439.

C. Community Room and Tornado Shelter

22. The Community Room (which also serves a tornado-shelter function) has remained locked and unavailable for resident and Council use.

23. On October 23, 2026, President Lukat and Plaintiff inspected the Community Room. Compliance staff initially stated they could not open it because they do not have to provide security. Maintenance opened the exterior latch, but the door still would not open. Access was obtained only by going around to a secondary door and forcing it open from the inside. There was no change in the condition of the room. Dated photographs were taken and are attached as Exhibit B (Community Room photographs).

24. As of October 23, 2026, the room was not ready for the all-resident/Board meeting noticed for October 30, 2026, which must be cancelled.

25. Defendant has failed to restore and reopen the Community Room by the October 24, 2026 date given after the September 24 dismissal and stated in the October 1 notice. Withholding the Community Room after protected activity is a decrease in services and retaliatory conduct under Neb. Rev. Stat. § 76-1439.

D. Campaign of Retaliation and Decrease in Services

26. After the protected activity described above, Defendant and its agents have engaged in a campaign of adverse actions, including:

a. The September 30, 2026 demand for prior approval of Council communications and the order to remove notices, which interferes with protected organizing activity under Neb. Rev. Stat. § 76-1439 and 24 CFR §§ 245.100–245.115;

b. The November 2, 2026 information demand seeking internal governance documents, quorum details, vote counts, bylaws, and related materials as a condition of evaluating and responding to the Council's substantive demands, as described in paragraphs 19–21;

c. On July 14, 2026, an eviction notice issued to Plaintiff over a claimed $24 arrears, even though a check for that exact amount had been written in May 2026, delivered, and was not cashed until September 2026. No arrears existed at the time the notice was issued. The notice was therefore baseless and false and was served as part of the retaliatory campaign against protected organizing activity;

d. Failure to resolve a mailbox lock/key issue at Apartment 110 that has existed since approximately May 2026, despite a written letter to the manager in early August 2026;

e. On October 23, 2026, a confrontation with resident Ted in the lobby after he voiced frustration in the carport about unrepaired conditions in his apartment (including a fallen cabinet propped with two-by-fours). The manager stated "You are out of here," called the police demanding arrest for "threats," and Ted was issued a summons returnable in early January. Neither the President nor the Secretary heard any overt threats—only venting about apartment conditions. Council officers will support him. Moreover, one of the handymen, an employee of management, was witnessed carrying an unholstered firearm under his shirt in his waistband in a common area of the building. Display of an unholstered firearm in that manner is a threatening act. Possession and display of firearms on the property is governed by applicable city, state, and federal law and by HUD program requirements and lease or house rules that restrict weapons in common areas; this incident is further evidence of a hostile and retaliatory environment directed at residents who raise legitimate complaints about conditions;

f. A broken sidewalk outside the front door of the building that remained unrepaired. Plaintiff fell on the broken sidewalk, was hospitalized as a result, and incurred additional costs associated with a move that was exacerbated by the fall and hospitalization;

g. Building-wide internet access cut off on or about October 23, 2026, most probably from non-payment of the Spectrum bill for the building, without known advance notice to residents;

h. President Daniel Lukat has made multiple attempts to inspect the Gardyn garden ma-

chines that were part of the Community Room rehabilitation. Management has repeatedly rebuffed those attempts. As a result, he has been unable to obtain the serial numbers necessary to determine the nature of the contract for the machines. This interference has prevented the Resident Council from evaluating whether the Community Room rehabilitation has been completed as required and from confirming the status of equipment that was to be restored for resident use; and

i. CMS communications to the President on or about October 23, 2026 confirming that major changes are coming, including a new management company, with no guarantee that current staff will remain.

27. As a direct result of the selective retaliation and decrease in services described above—including interference with parking, the unresolved mailbox lock/key issue, the cutoff of building internet, and related acts—Plaintiff has been forced to incur out-of-pocket expenses for off-site parking, a post office box, and private internet access. These actions have throttled Plaintiff's efforts, as a community activist and elected Secretary, to conduct an active investigation and to pursue legal remedies on the matters raised by the Resident Council. That throttling is the intent of the retaliation.

28. These actions constitute decreases in services, threats of possession or adverse action, and interference with protected activity, in violation of Neb. Rev. Stat. § 76-1439.

E. Parking

29. Controlled parking for ten slots was affirmed in writing, with placards, for 2023–2026. Neither the owner nor management has given written notice of any change. Resident parking, assigned spaces, guest parking, and any parking that is part of the rent, the lease, the house rules, or long-standing practice is a service.

30. Directives and actions by management and the owner concerning parking and other services have been willy-nilly and not documented. They have been shouted as orders rather than issued in writing. These actions are malicious and are intended to punish residents and the Board for protected activity.

31. The October 1, 2026 anti-retaliation notice specifically put Defendant on notice that parking may not be reduced, reassigned, repriced, or selectively enforced because of Council activity, and that towing, booting, or threats to do so would be retaliatory.

32. The posted sign on the lot states that unauthorized, unregistered, or illegally parked

vehicles will be towed at the expense of the vehicle's registered owner and gives a contact for Gomez Towing & Recovery. Under Neb. Rev. Stat. § 60-2402, a restricted-lot sign must be readily visible and must state (1) the purpose or purposes for parking on the lot, (2) the hours for restricted parking, and (3) who to contact regarding a towed vehicle. The sign meets only the third requirement. It does not state the permitted purpose or the hours. Proper posting is a condition of a lawful tow under § 60-2401. *Packett v. Lincolnland Towing*, 227 Neb. 595, 419 N.W.2d 149 (1988). Omaha Municipal Code § 20-163 independently makes a private-property tow unlawful unless it complies with §§ 60-2401 to 60-2411.

33. Omaha Municipal Code § 55-738 and Table 55-738 require accessible spaces in off-street parking facilities. Those set-asides may not be eliminated or used as retaliation.

34. Unanimous Board Resolution 2026-08 demands a written policy allowing visiting personal-care aides reasonable access and parking on the Farnam-to-Harney lot as a Fair Housing Act and Section 504 accommodation, without guest-fee or parking-fee penalty. Any denial or selective enforcement of parking after protected activity violates § 76-1439 and, as to aides, fails to provide a reasonable accommodation.

F. Resident Participation Funds

35. At a RAD PBRA property the owner must provide $25 per occupied unit per year for resident participation. At least $15 per occupied unit must be provided to the legitimate resident organization; the owner may use no more than $10 per occupied unit to administer those activities. The obligation covers every occupied unit, including any unit that would have been occupied but for temporary relocation.

36. A written demand for these funds was made at the August 19, 2024 organizational meeting. On October 1, 2026, the Council sent a further formal Demand for Resident Participation Funds to the registered agent and to Aaron Metz. The demand requested the resident share ($15 per occupied unit) for Central Park Tower (64 units) and Burt Street Apartments from August 19, 2024 forward (or the full funding years 2024–2026 if HUD so treats them), unit counts by month, a computation, payment or a controlled accounting, production of the books, a written agreement on eligible uses, confirmation regarding pre-RAD funds, and a current roster limited to name, unit number, and mailing address under 24 CFR § 245.115. It required a written response by October 15, 2026.

37. Unanimous Board Resolutions 2026-07 and 2026-11 further authorized the funding demand (including accounting under 24 C.F.R. Part 964) and the roster request.

38. As of the date of this Complaint, the October 15, 2026 deadline has passed with no written response, unit counts, computation, payment, accounting, or roster known to have been provided.

G. Additional Conditions

39. The passenger elevator (Unit ID 1, State no. 11907, Certificate no. 263188) has a posted Annual Conveyance Certificate with an inspection date of May 4, 2023. A photograph taken October 1, 2026 shows the certificate is more than three years old. Residents who cannot use the stairs depend on this car. The October 5, 2026 complaint to the State Fire Marshal is described above.

40. A boiler inspector reported that boilers inspected were not hooked up. Residents do not have apartment-based heaters. The inspector indicated a follow-up inspection with the President and Secretary present.

41. Apartment repair failures continue, including the fallen cabinet in a resident unit that was propped with two-by-fours.

H. Submission to the HUD Office of Inspector General

42. As part of the Council's protected activity and efforts to secure compliance with HUD program requirements, the Resident Council officers, including President Daniel Lukat and Secretary Steven J. Donahue, have submitted information to the HUD Office of Inspector General. The following is a summary of the complaint submitted to the OIG:

> **Summary of Complaint**
>
> **Who.** CPT Burt Apartments 23 LLC (owner of Central Park Tower, 1511 Farnam Street, Omaha, NE 68102, a HUD RAD PBRA property). Successive management companies: Seldin, Cohen-Esrey, Prestige, PHMD/Premier, and currently AssetLiving. Key contacts include Aaron Metz (Edgemark / ownership side) and Morgan Wilson (Asset Manager, Edgemark). Resident Council officers, including President Daniel Lukat and Secretary Steven J. Donahue, are the sources of the information. DC contact has been with the Director for Secretary Randy (HUD Director's office, OIG-related).
>
> **What.** Improper inflation of government subsidies through rent increases tied to

claimed rehabilitation work while physical conditions deteriorate (flat roof with standing water/no gradient, incomplete repairs, elevator certificate more than three years out of date, boilers not properly connected, Community Room/tornado shelter locked and unrestored). Failure to provide required resident participation funds ($25 per occupied unit annually, of which at least $15 per occupied unit must go to the legitimate resident organization) since the Council's formation in August 2024 (and potentially since the RAD conversion period beginning 2023–2024). Written demands have gone unanswered. Retaliation against protected resident organizing activity (prior-approval demands for Council communications, information demands for internal governance documents, baseless $24 eviction notice when a check had already been written, internet cutoff, parking interference, confrontation involving police after a resident complained about conditions). Management statements to code enforcement that no permit or inspection was required for work that ordinarily needs both; owner has not responded to Council inquiries. Investigation reportedly covers all successive management companies.

When. RAD conversion and related claims beginning approximately 2023–2024; Resident Council organized August 19, 2024; formal demands October 1, 2026; code-enforcement contact and DC contact November 2026; ongoing.

Where. Central Park Tower, 1511 Farnam Street, Omaha, Douglas County, Nebraska 68102 (HUD RAD PBRA).

Why / How. Rent increases and claimed rehab appear to have increased the HUD subsidy share while required resident funds were not paid and conditions worsened. Management has interfered with the independent Resident Council and has not produced the unit-count accounting or payment demanded under the RAD Notice. A 3-inch file of flyers and contemporaneous documents accumulated since the start of the RAD period is being prepared for submission.

Request. Review of subsidy calculations tied to claimed rehab, payment (or accounting) of resident participation funds from 2023/2024 forward, and examination of the pattern across successive management companies. Supporting materials (flyers, minutes, demands, photographs of conditions, code-enforcement notes) are being compiled and can be provided.

43. The submission to the HUD Office of Inspector General by Resident Council President Daniel Lukat and Secretary Steven J. Donahue constitutes protected whistleblower activity.

Both officers acted in their official capacities on behalf of the Council and the residents when they reported suspected fraud, waste, abuse, and retaliation involving HUD RAD PBRA subsidies, resident participation funds, and interference with protected organizing. This disclosure is further protected activity under Neb. Rev. Stat. § 76-1439 and the applicable HUD regulations governing resident organizations at RAD PBRA properties.

V. Claims for Relief

Count I — Retaliation in Violation of Neb. Rev. Stat. § 76-1439

44. Plaintiff realleges paragraphs 1–42.

45. Plaintiff and the Resident Council engaged in protected activity, including organizing, membership in a tenants' organization, complaints to government agencies, requests for restoration of the Community Room, formal notices and demands, the October 30, 2026 resident-only meeting and the motions adopted there, and the November 2, 2026 response to management's information demand.

46. Thereafter, Defendant decreased services, threatened or took adverse action (including the communications restriction, the November 2, 2026 information demand seeking internal governance materials, the $24 eviction notice, the Ted confrontation and summons, withholding of the Community Room, parking-related threats or enforcement, and the internet cutoff), because of the protected activity. As a direct result, Plaintiff has incurred out-of-pocket expenses for off-site parking, a post office box, and private internet access.

47. A violation of § 76-1439 is a defense to any action for possession and supports the remedies of the Uniform Residential Landlord and Tenant Act, including injunctive relief and damages.

Count II — Decrease in Services (Community Room, Tornado Shelter, Internet, and Related Conditions)

48. Plaintiff realleges paragraphs 1–42.

49. The Community Room, tornado-shelter access, building internet service, and a properly inspected and certificated elevator are services or facilities that form part of the tenancy.

50. Defendant has locked and withheld the Community Room after the September 24 dismissal, the October 1 notice, and the October 24 deadline; has cut off building internet access; and has allowed the elevator certificate to remain more than three years out of date. These decreases have forced Plaintiff to incur additional costs for private internet access and related services.

51. These are decreases in services supporting injunctive relief and other remedies under the Act.

Count III — Parking as a Protected Service; Unlawful Towing Framework

52. Plaintiff realleges paragraphs 1–42.

53. Parking is a service. Any reduction, reassignment, repricing, selective enforcement, towing, or booting after protected activity violates § 76-1439. Plaintiff has been forced to pay for off-site parking as a result.

54. Independently, the posted sign does not satisfy Neb. Rev. Stat. § 60-2402, so the lot is not a properly posted restricted lot under § 60-2401. Any tow that does not comply with §§ 60-2401 to 60-2411 is unlawful under state law and Omaha Municipal Code § 20-163.

55. Resolution 2026-08 further requires reasonable accommodation for visiting personal-care aides' access and parking.

Count IV — Failure to Provide Resident Participation Funds

56. Plaintiff realleges paragraphs 1–42.

57. Defendant is required to provide the resident participation funds described above. Written demands were made on August 19, 2024 and October 1, 2026, and were authorized by unanimous Board resolution. The October 15, 2026 deadline has passed without response or payment.

58. Defendant has failed to afford the funds due to the acknowledged Resident Council.

Count V — Injunctive and Declaratory Relief

59. Plaintiff realleges paragraphs 1–42.

60. Plaintiff is entitled to temporary and permanent injunctive relief requiring restoration of the Community Room, confirmation of tornado-shelter access, restoration of internet service, prohibition of further retaliation (including as to parking, Council communications, and demands for internal governance materials), and an order compelling provision of the resident participation funds, accounting, and limited roster.

61. Plaintiff is entitled to a declaration that the Council and its officers are engaged in protected activity under § 76-1439 and 24 C.F.R. Parts 245 and 964, that the current parking sign is insufficient under §§ 60-2401–60-2402, and that Defendant must refrain from the retaliatory conduct described herein.

VI. Prayer for Relief

WHEREFORE, Plaintiff respectfully requests that the Court:

A. Declare that the Central Park Tower Resident Council and its officers are engaged in protected activity under Neb. Rev. Stat. § 76-1439 and 24 CFR Part 245;

B. Enjoin Defendant, its agents, and successors from retaliating against Council officers or members, including by decreasing parking or other services, restricting Council communications, threatening possession, or interfering with common areas;

C. Order immediate restoration and reopening of the Community Room to its prior functioning state, including all accoutrements (stove, sink, garden units, pool table, and air circulation), for resident and Council use, with a written process for reserving it, and written confirmation that tornado-shelter access remains available; and

D. Grant such further relief as may be equitable.

VII. Exhibits

The following exhibits are attached or will be filed with supporting affidavits:

- Exhibit A: Minutes of the October 30, 2026 Resident Council meeting

- Exhibit B: Dated photographs of the Community Room inspection on October 23, 2026 (showing the door that would not open and the condition of the room), together with additional physical-condition photographs
- Exhibit C: Affidavit of Daniel Lukat
- Exhibit D: Affidavit of Steven J. Donahue
- Exhibit E: Post-dated Rent check with cause.
- Additional exhibits may include the October 1, 2026 anti-retaliation notice, the October 1, 2026 funding demand, the September 30 / October 1 communications correspondence, the elevator complaint and photograph of the certificate, the unanimous resolutions, parking-sign photographs, and documentation of out-of-pocket expenses for off-site parking, post office box, and private internet access.

Respectfully submitted,

Steven J. Donahue, Plaintiff, pro se
1511 Farnam Street, Apt. 110
Omaha, NE 68102
(402) 889-9047
cptresidentcouncil@gmail.com

Verification

I, Steven J. Donahue, being first duly sworn, state that I have read the foregoing Complaint and that the facts stated therein are true and correct to the best of my knowledge and belief.

_____

Steven J. Donahue

Subscribed and sworn to before me this ____ day of _____, 2026.

_____

Notary Public