

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

BOYD JONES CONSTRUCTION
COMPANY, a Nebraska corporation,

Plaintiff,

vs.

BEN VELINSKY,

Defendant.

8:17-CV-154

ORDER

This matter is before the parties' Joint Stipulation Regarding Restricted Projects and Activities. [Filing 9](#). That motion will be granted.

On May 3, 2017, the plaintiff, Boyd Jones Construction Company, filed a motion for a temporary restraining order and preliminary injunction against the defendant, Benjamin Velinsky. [Filing 3](#). Specifically, Boyd Jones sought to restrain and enjoin Velinsky, "and all persons acting in concert or active participation with Velinsky," from conducting certain business activity. [Filing 3 at 1-2](#). The parties, through their underlying motion, have reached an agreement on the nature of scope of those restrictions. Accordingly,

IT IS ORDERED:

1. For a period of one (1) year following the date of this Stipulation, Velinsky shall not, on his own behalf or for any third party (including but not limited to Perry Reid Properties), directly or indirectly, solicit or take any action intended to cause Velinsky to obtain or perform construction, owner representation, or

development work, and shall not perform construction, owner representation, or development work, on his own behalf or as an employee or contractor for any third party (including but not limited to Perry Reid Properties), related to the following construction projects ("Restricted Projects"):

- i. 13th Street Condos
- ii. 49th and Dodge
- iii. Abide Network
- iv. Burlington Capital / America First Apartments – 156th & Maple
- v. Burlington Capital / America First Windows
- vi. Avanti 10th Street Apartments
- vii. Bethany Independent Living
- viii. Florentine Apts. at 25th & Leavenworth
- ix. Hastings New Multi-Family
- x. NewStreet Bellevue 2
- xi. NewStreet – The Yard Phase II
- xii. Midlands Living Center

The parties acknowledge that these Restricted Projects are known and identifiable to Velinsky.

2. Velinsky represents that he is currently employed by Perry Reid

Properties. The parties acknowledge that the above-described restrictions shall not prevent Velinsky from performing property management services in his employment with Perry Reid with respect to any property.

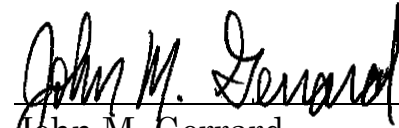
3. Velinsky hereby declares and affirms that he has previously returned to Boyd Jones' legal counsel copies of all information that Boyd Jones claims to be confidential in his custody and/or control and he has not used nor distributed, nor caused any third party to use or distribute, any of Boyd Jones' alleged confidential information. Any of Boyd Jones' alleged confidential information that remains on Velinsky's computer shall be maintained and preserved until the conclusion of this lawsuit. Velinsky herein agrees that he shall continue to refrain from using or distributing (including but not limited to his current employer, Perry Reid), or causing any third party (including but not limited to his current employer, Perry Reid) to use or distribute, any of Boyd Jones' alleged confidential information. ("Restricted Activities")
4. By entering into this Joint Stipulation, Velinsky is not admitting to any wrongdoing and affirmatively asserts that he has committed no wrongful acts regarding Boyd Jones.
5. The parties agree that Boyd Jones will remit to the Clerk of

Court security in the amount of \$100.00, which will be paid to Mr. Velinsky in the event that he is found to have been wrongfully enjoined. The parties agree this amount is sufficient under Federal Rule of Civil Procedure 65.

6. The hearing originally scheduled for Friday, May 12, 2017 at 1:00 p.m., is hereby cancelled.

Dated this 12th day of May, 2017.

BY THE COURT:



John M. Gerrard
United States District Judge