

THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

LANDSLIDE POLITICAL, INC.,

CASE NO. CI 25-_____

Plaintiff,

vs.

NEBRASKANS FOR
REPRODUCTIVE FREEDOM,

Defendant.

COMPLAINT

Plaintiff, Landslide Political, Inc. (“Landslide”), by and through its undersigned counsel, alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Landslide is a Utah corporation with its principal place of business located in Salt Lake City, Utah.

2. Defendant Nebraskans for Reproductive Freedom (“Defendant”) is a Nebraska nonprofit corporation with its principal place of business in Lincoln, Nebraska. At all relevant times, Defendant operated as a ballot initiative committee organized and registered with the Nebraska Accountability and Disclosure Commission.

3. The Court has jurisdiction over Defendant pursuant to NEB. REV. STAT. § 25-536.

4. Pursuant to NEB. REV. STAT. § 25-403.01, venue is proper in Lancaster County, Nebraska because Defendant is located in this county and a substantial portion of the conduct giving rise to this dispute occurred in this county.

5. Subject matter jurisdiction is proper in this Court.

FACTUAL ALLEGATIONS

6. On or about March 19, 2024, Landslide and Defendant entered into a written agreement (“Agreement”) under which Landslide agreed to provide professional petition management and signature gathering services for Defendant’s Nebraska ballot initiative campaign.

7. The Agreement provided for a total contract price of \$2,504,499, comprised of an initial payment of \$504,499, followed by five milestone payments of \$400,000 each, due upon completion of certain performance benchmarks.

8. Landslide successfully completed the first four benchmarks and Defendant paid a total of \$2,104,499, leaving a remaining balance of \$400,000 due for completion of the final benchmark.

9. During the course of performance, the campaign encountered escalating external challenges, including extreme weather (e.g., tornadoes, excessive heat), field disruptions, organized opposition interference, and intensifying political resistance in key counties. These developments materially altered the conditions under which the parties originally contracted.

10. In direct response to these circumstances, and with the full knowledge and participation of Defendant’s leadership, the parties materially modified the scope, priorities, and tactical execution of the project. Defendant expressly directed a shift in strategy toward meeting county-level thresholds—critical for ballot qualification under Nebraska law—rather than focusing on overall signature count or the initial milestone metrics in the written Agreement. This real-time reallocation of resources, which included deprioritizing urban areas

and redeploying teams to rural counties, constituted a fundamental alteration to the project's performance framework, accepted and affirmed by Defendant in words and conduct.

11. Landslide, in reliance on Defendant's directions and promises, incurred substantial unanticipated costs to implement this revised strategy. These efforts included flying in more than 30 additional staff, transferring senior field management from other states, and the personal redeployment of Landslide's CEO and senior leadership to Nebraska. Landslide expanded daily operations, absorbed overtime labor expenses, and maintained aggressive performance schedules—all to ensure the ballot's qualification under the mutually redefined criteria. These extraordinary efforts far exceeded the scope and cost contemplated under the original Agreement and eclipsed the value of the remaining \$400,000 owed.

12. Landslide completed its work in accordance with the mutually adjusted strategy and delivered all collected signatures to Defendant and its designees for submission to the Nebraska Secretary of State.

13. The ballot initiative was successfully submitted, qualified, and certified by state election officials.

14. Despite receiving full benefit from Landslide's adaptive performance—culminating in a certified, qualified ballot measure—Defendant has refused to make the final \$400,000 payment. In doing so, Defendant invokes the original contractual benchmarks it expressly abandoned, weaponizing them after-the-fact to justify nonpayment. Defendant's position is not only contrary to the parties' mutual modifications and the campaign's successful outcome, but constitutes a bad-faith attempt to exploit Landslide's performance and financial exposure.

15. Landslide has made multiple good faith demands for payment, which Defendant has rejected.

FIRST CAUSE OF ACTION
(Breach of Contract)

16. Landslide incorporates the preceding paragraphs of this Complaint as though fully set forth herein.

17. A valid, enforceable contract exists between Landslide and Defendant.

18. Landslide fully performed, or substantially performed, its obligations under the Agreement, or was excused from strict performance due to Defendant's conduct and mutual modification of the Agreement during performance.

19. Defendant materially breached the Agreement by failing to remit the final \$400,000 payment due.

20. As a direct and proximate result of Defendant's breach, Landslide has sustained damages in the amount of \$400,000, plus interest, costs, and other relief.

SECOND CAUSE OF ACTION
(Quantum Meruit / Unjust Enrichment – Pleaded in the Alternative)

21. Landslide incorporates the preceding paragraphs of this Complaint as though fully set forth herein.

22. Landslide provided extensive services to Defendant in managing, coordinating, and executing the ballot initiative campaign.

23. Defendant knowingly accepted and benefited from Landslide's services, including successful qualification of the ballot initiative.

24. It would be unjust and inequitable for Defendant to retain the benefits of Landslide's work without compensating Landslide for the reasonable value of those services, which is at least \$400,000.

THIRD CAUSE OF ACTION
(Promissory Estoppel – Pleaded in the Alternative)

25. Landslide incorporates the preceding paragraphs of this Complaint as though fully set forth herein.

26. Defendant made clear and unambiguous representations that full contractual payment would be made for performance and delivery of qualifying signatures.

27. Landslide reasonably relied on these representations by committing substantial resources and incurring significant costs to complete the campaign.

28. Injustice can only be avoided by enforcing Defendant's obligation to pay Landslide the amount due.

29. Landslide is entitled to recover \$400,000, plus interest and costs.

PRAYER FOR RELIEF

WHEREFORE, Landslide respectfully requests judgment in its favor and against Defendant as follows:

a. For damages in the amount of \$400,000, or such other

amount as may be proven at trial;

- b. For prejudgment and post-judgment interest as allowed by law;
- c. For Landslide's costs as allowed by contract, statute, or law; and
- d. For such other and further relief as the Court may deem just and proper.

Dated this 16th day of July, 2025.

LANDSLIDE POLITICAL, INC.,
Plaintiff

By: */s/ Theresa D. Koller*
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