

**IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS  
LIMITED ACTIONS DEPARTMENT**

KENNYHERTZ PERRY, LLC	)	
	)	
Plaintiff,	)	
	)	Case No.:
v.	)	Division:
	)	
AMOGH KARNEY	)	
8901 Mission Road	)	
Leawood, Kansas 66206	)	
	)	
ANAND KARNEY	)	
8901 Mission Road	)	
Leawood, Kansas 66206	)	
	)	
SUDHA KARNEY	)	
8901 Mission Road	)	
Leawood, Kansas 66206	)	
	)	
SHIBA PROP, LLC	)	
Serve:	)	
Amogh Karney	)	
8901 Mission Road	)	
Leawood, Kansas 66206	)	
	)	
NARKE HOLDINGS, LLC	)	
Serve:	)	
Amogh Karney	)	
8901 Mission Road	)	
Leawood, Kansas 66206	)	
	)	
Defendant(s).	)	
	)	

PETITION

COMES NOW, Plaintiff Kennyhertz Perry, LLC (“KP”), by and through undersigned counsel, for its Petition for Damages states as follows:

## PARTIES

1. Plaintiff is a Kansas Limited Liability Company, duly registered and authorized to do business in this State.
2. Defendant Amogh Karney is an individual residing at 8901 Mission Road, Leawood, KS 66206.
3. Defendant Anand Karney is an individual residing at 8901 Mission Road, Leawood, KS 66206.
4. Defendant Sudha Karney is an individual residing at 8901 Mission Road, Leawood, KS 66206.
5. Defendant Shiba Prop, LLC is a Nebraska Limited Liability Company which can be served through its agent and member Amogh Karney at 8901 Mission Road, Leawood, KS 66206.
6. Defendant Narke Holdings, LLC is a Nebraska Limited Liability Company which can be served through its agent Amogh Karney at 8901 Mission Road, Leawood, KS 66206.

## JURISDICTION AND VENUE

7. Jurisdiction and venue are proper pursuant to K.S.A. § 60-308 and § 60-605.
8. This cause of action involves a contract for services which was entered into and called for performance in Johnson County, Kansas.
9. The place of the harm occurred in Johnson County, Kansas.
10. The contract between the parties selects Johnson County, Kansas as the appropriate venue for any litigation arising out of breach of the contract.

## COUNT I - BREACH OF CONTRACT

11. On or about June 20, 2020, the parties entered into a contract whereby KP would provide legal services to Defendants regarding ongoing business matters.
12. The contract called for ongoing legal services for which Defendants were obligated to pay.
13. The contract called for an initial retainer of \$150,000.00, which was paid by Defendants.
14. Plaintiff performed work under the contract.
15. However, despite Plaintiff's performance of work under the contract, Defendants failed and refused to pay for work performed in excess of the initial retainer.
16. The contract provides for interest on outstanding invoices of 1.375% per month or at the maximum rate allowed by law.
17. The contract provides for the recovery of costs and reasonable attorney fees in the event legal action is required to collect on the unpaid balance.
18. The past due balance, including principal and interest as of the date of filing, is no less than \$41,666.71, which continues to accrue at \$18.83 per day, until paid.

#### COUNT II – ACCOUNT STATED

19. Plaintiff incorporates by reference the above stated allegations as if fully restated herein.
20. To the extent necessary, Plaintiff pleads Count II in the alternative.
21. Plaintiff provided a statement of account to Defendants.
22. Defendants have failed to dispute the statement of account.
23. As recently as May 15, 2023, Defendants made a partial payment on the account, thereby acknowledging the existence of the debt.

#### COUNT III – QUANTUM MERUIT

24. Plaintiff incorporates by reference the above stated allegations as if fully restated herein.

25. To the extent necessary, Plaintiff pleads Count III in the alternative.
26. Plaintiff conferred a benefit upon Defendant by supplying legal services.
27. Defendant appreciated or had knowledge of that benefit because Defendant received the value of those legal services and had knowledge of the same.
28. Defendant accepted and received the benefit of the legal services for which it would be inequitable for Defendant to not pay for the legal services provided.

WHEREFORE, Plaintiff prays that this honorable court enter judgment in favor of Plaintiff and against Defendant for breach of contract, account stated, and or/quantum meruit in an amount of no less than \$41,666.71 plus continuing interest at the contractual rate, for reasonable attorney fees of no less than \$2,500.00, and for any further relief just and equitable under the circumstances.

Respectfully Submitted:

EVANS & MULLINIX, P.A.

/s/ Michael A. Bene

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