

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI AT KANSAS CITY

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS,

Plaintiff,

v.

333 MEYER WEST CONDOMINIUM
ASSOCIATION, INC.,

Serve: SPRA Corp., 120 S. Central
Ave., Suite 1600, Saint Louis, MO
63105

Defendant.

Case No.: 25-6216

**VERIFIED COMPLAINT OF CELLCO PARTNERSHIP d/b/a VERIZON
WIRELESS FOR INJUNCTIVE RELIEF AND DECLARATORY JUDGMENT**

COMES NOW Plaintiff, Cellco Partnership d/b/a Verizon Wireless ("Plaintiff" or "Verizon") by and through its undersigned counsel, for its Verified Complaint for Injunctive Relief and Declaratory Judgment ("Complaint") against Defendant 333 Meyer West Condominium Association, Inc. ("Defendant" or "Association") states and alleges as follows:

INTRODUCTION

1. This is an action for injunctive relief and declaratory judgment that seeks to resolve certain immediate and substantial controversies between the parties

as to their rights and obligations with respect to a Rooftop Lease Agreement. A Copy of the Rooftop Lease Agreement and Amendments thereto is attached as **Exhibit A**.¹

2. Verizon seeks injunctive relief to prevent imminent, irreparable harm due to the actions of the Association, the owner of a certain building in Kansas City, Jackson County, Missouri, on which Verizon operates a rooftop communications facility.

3. As set forth below, Verizon has no adequate remedy at law and will suffer irreparable harm unless the Court enters an order which:

(a) Grants injunctive relief (a temporary restraining order, a preliminary injunction, and a permanent injunction) enjoining the Association from removing Verizon's antenna equipment "Antenna Equipment," constructing rooftop improvements, or otherwise interfering with Verizon's use of the property located at 333 West Meyer Boulevard, Kansas City, Missouri, 64113 (the "Property") pursuant to the Rooftop Lease Agreement until thirty (30) days after the Court enters a final judgment in this matter; and

(b) Declares that Verizon is entitled, under the Rooftop Lease Agreement, to quiet enjoyment of the Property as described therein.

¹ The First Amendment in the Exhibit is followed by the original Lease. A second amendment made in 2004 is mistakenly titled "First Amendment" in these documents.

THE PARTIES

4. Cellco Partnership d/b/a Verizon Wireless is a Delaware partnership whose principal place of business is at One Verizon Way, Basking Ridge, New Jersey 07920.

5. Defendant 333 Meyer West Condominium Association, Inc. is a Missouri Nonprofit Corporation with its principal place of business located at 11500 N. Ambassador Drive, Suite 360, Kansas City, Missouri 64153-1211. Defendant can be served through its Registered Agent SPRA Corp., 120 S. Central Ave., Suite 1600, Saint Louis, MO 63105.

JURISDICTION AND VENUE

6. This Court has jurisdiction over this action under 28 U.S.C. 1332(a) because there is diversity of citizenship between the parties and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

7. Venue is proper in this Court pursuant to 28 USC 1391(b) because the events, transactions, acts, omissions and/or occurrences giving rise to this action relate to property that is in the Western District of Missouri. Specifically, this dispute concerns the provisions of a Rooftop Lease Agreement for property that the Association owns and Verizon leases in the Western District of Missouri.

FACTUAL ALLEGATIONS

8. On December 15, 1993, The Association and CMT Partners, a Delaware Partnership, d/b/a Cellular One, entered into the Rooftop Lease Agreement for the

lease of certain space on the roof of, and within, the building located on the Property at 333 West Meyer Boulevard, Kansas City, Missouri, 64113.

9. Verizon's rooftop communications facility is licensed and regulated by the Federal Communications Commission and provides telecommunications services to a region exceeding 3 square miles.

10. Verizon's equipment offers significant wireless coverage and user capacity in Kansas City.

11. Verizon's Antenna Equipment at the Property provides critical telecommunications infrastructure to thousands of customers.

12. The Rooftop Lease Agreement has been amended five times, most recently on November 20, 2025, and Cellco became the tenant through the fifth amendment.

13. The permitted use under the Rooftop Lease Agreement was for the transmission and reception of radio communication signals and the installation, maintenance, repair and replacement of related facilities, towers, antennas, equipment and related activities. **Exhibit A**, Lease at 3.

14. As part of the Rooftop Lease Agreement, the Association promised that neither it nor its tenants, licensees, employees, invitees or agents would use any portion of the property in any way which interferes with the operations of Verizon. Lease at 6.

15. Any interference with Verizon's operations constitutes a material breach; that continuing interference may cause irreparable injury and, therefore,

Verizon has the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice. Lease at 6.

16. As part of the Rooftop Lease Agreement, the Association provides Verizon an easement for ingress, egress, and access to the Premises adequate to service the Premises and the Antenna facilities at all times during the term of the Lease and any renewal term thereof. Lease at 7(e).

17. As part of the Rooftop Lease Agreement, the Association covenants that at all times during the term of this Lease, Verizon's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Verizon is not in default beyond any applicable grace or cure period. Lease at 14.

18. Either party is considered in default under the Rooftop Lease Agreement if it fails to observe or perform its obligations under this Lease and does not cure such failure within thirty (30) days from its receipt of written notice of breach; or such longer period as may be required to diligently complete a cure commenced within the 30-day period. Lease at 8(b).

19. The Rooftop Lease Agreement does not afford the Association the right to move or remove the Antenna Equipment.

20. On or about August 26, 2025, counsel for the Association alleged that the weight of the antennas installed by Verizon has caused damage to the exterior masonry walls of the rooftop penthouse at the Property and that substantial repairs

in the approximate amount of \$119,250.00 would be required. A copy of the correspondence is attached as **Exhibit B**.

21. Verizon, vehemently denying that its equipment has caused any damage to the Property, asked for specific information and evidence of the Association's allegations.

22. In subsequent communications from counsel for the Association, counsel indicated that the Association would likely proceed with removing the equipment soon. Correspondence attached as **Exhibit C**.

23. On November 14, 2025, counsel for Verizon contacted the Association and reiterated that Verizon has received no information from the Association substantiating the alleged roof damage, nor any analyses showing that it was Verizon's Equipment that caused any such alleged damage. Verizon indicated its willingness to discuss relocating its Equipment, noting that any such relocation must be performed by Verizon or its assigns at the Association's cost and must be approved in advance pursuant to a Lease Amendment prior to Verizon undertaking said relocation. Correspondence attached as **Exhibit D**.

24. Verizon reiterated that it does not authorize the Association to move or remove Verizon's Equipment, and that any attempt to interfere with or remove the equipment is a breach of the Rooftop Lease Agreement

25. To date, Verizon has received no information from the Association substantiating such alleged roof damage, nor any analyses showing that it was Verizon's Antenna Equipment that caused any such alleged damage.

26. Verizon requested specific recommendations for the proposed relocation of Antenna Equipment. However, no specific information has been provided.

27. On November 23, 2025, representatives from the Association and from Verizon met to inspect the rooftop at the Premises and to discuss the Association's proposals.

28. At the inspection, no structural damage was noted that allegedly resulted from the Antenna Equipment.

29. At the inspection, representatives from the Association stated that the Association plans to set a new boiler in January 2026, and a representative of Verizon observed that unbeknownst to Verizon, the Association had built a framework for new HVAC equipment consisting of 12-inch I-Beams directly adjacent to Verizon's Antenna Equipment. In setting the boiler, the ducting proposed would interfere with active Verizon Antenna Equipment, and the HVAC equipment would cover the entire framework on the roof of the Property. Further, the location of the new equipment would impact the operation of Verizon's Antenna Equipment, thus impacting Verizon customer's cellular service and ability to utilize phone service and data networks. Affidavit of Bryan Widman, attached as **Exhibit E**.

30. Verizon discussed with the Association that its Antenna Equipment could be relocated to different places on the roof, but said relocation would take time and expense, and could not be done by January 2026 when the Association representatives indicated that boiler and HVAC work would be completed.

31. Further, in addition to the proposed removal of Verizon's equipment, Verizon indicated to the Association that even absent Antenna Equipment removal, its planned repairs and construction, including but not limited to the boiler and HVAC work, would impact the operation of Verizon's Antenna Equipment.

32. Despite making the Association aware of these impacts, the Association has not approved relocation of the Verizon Antenna Equipment to any of the suggested alternative locations, has refused to compensate Verizon for the cost of such relocation, and continues to take steps toward completing construction work in January.

33. The parties have tried to resolve their dispute regarding the planned construction at the Premises. However, the Association continues to insist that repairs will move forward in January.

34. Under the Rooftop Lease Agreement, Verizon is entitled to Quiet Enjoyment.

35. Under the Rooftop Lease Agreement, the Association covenanted that it would not use any portion of the Property in any way which interferes with the operations of Verizon.

36. Verizon has a significant interest in protecting its equipment to allow for the safe and consistent operation of cellular phone service.

37. Without injunctive relief, Verizon's network operation will be impacted, thus jeopardizing the safe, consistent, and reliable service that is relied upon by numerous individuals.

COUNT I INJUNCTIVE RELIEF

38. Verizon restates and re-alleges each of the foregoing paragraphs of this Petition as if fully set forth herein.

39. As set forth above, there is an immediate and substantial controversy between the parties as to their rights and obligations with respect to the Rooftop Lease Agreement.

40. Verizon has no adequate remedy at law and will suffer irreparable harm unless the Court grants injunctive relief (a temporary restraining order, a preliminary injunction, and a permanent injunction) enjoining Antenna Equipment removal and rooftop construction until thirty (30) days after the Court enters a final judgment in this matter.

41. Verizon has a significant interest in protecting its network integrity and providing consistent service to its thousands of customers in the Kansas City area.

42. Verizon asks this Court to preserve the status quo by enjoining the Association from interfering with Verizon's Antenna Equipment and other lawful operations pursuant to the Rooftop Lease Agreement to ensure uninterrupted telecommunications services to its many customers in the Kansas City area until the dispute can be resolved.

43. Verizon's customers include families, business, schools, and healthcare providers.

44. Verizon operates a federally licensed and regulated rooftop communications facility. This facility provides wireless communication services to a

3 square mile area and serves many customers, including residents, businesses, municipalities, schools, healthcare providers, and first responders.

45. Access to wireless telecommunication services has become an essential, and often critical, part of the public's daily life.

46. Disrupting and/or removing the Antenna Equipment means cutting off the main method of communication between family members, businesses and their customers, and healthcare providers and their patients.

47. Aside from the reputational harm, the disruptions and burdens the interference would cause to Verizon and its customers cannot be adequately calculated in money damages.

48. The threat which service interruption presents to Verizon and its customers is an unacceptable risk of harm.

49. The harm to Verizon and its customers greatly outweighs any harm the Association may suffer from injunctive relief. Injunctive relief would simply prevent the Association from interfering with Verizon's equipment. It does not inhibit the Association from seeking to adjudicate any monetary damages that a delay in construction may allegedly cause the Association but simply preserves the status quo while the disputes are adjudicated.

50. Interfering with the equipment and impairing the ability of thousands of users to communicate outweighs any singular harm the Association would face.

51. Because a bond is mandatory for the issuance of injunctive relief, Verizon proposes that a bond in the sum of \$5,000 will provide an adequate surety to the Association for cost associated with seeking to quash an improperly issued TRO.

COUNT II DECLARATORY JUDGMENT

52. Verizon restates and re-alleges each of the foregoing paragraphs of this Petition as if fully set forth herein.

53. 28 USC 2201(a) provides, in relevant part, that “[i]n a case of actual controversy within its jurisdiction, ... any court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought.”

54. There is a case of actual controversy about the ability of the Association to move and/or remove Verizon’s Antenna Equipment, or to otherwise interfere with the operation of Verizon’s Antenna Equipment, and for Verizon to maintain quiet enjoyment pursuant to the Rooftop Lease Agreement.

55. Verizon will be irreparably harmed – and its rights will be violated – if the Association makes good on its imminent threat to construct rooftop improvements to the Premises or move Antenna Equipment.

56. Verizon seeks a declaration that:

(a) Verizon is entitled, under the Rooftop Lease Agreement, to quiet enjoyment of the Property as described therein.

(b) The Association is not entitled under the Rooftop Lease Agreement to remove the Antenna Equipment or otherwise interfere with the operations of Verizon.

57. Verizon further requests a permanent injunction requiring the Association to refrain from repairs and construction that interfere with Verizon's service and to refrain from otherwise interfering with Verizon's Antenna Equipment or lawful operations on the Property.

WHEREFORE, Plaintiff Cellco Partnership d/b/a Verizon Wireless, respectfully requests that the Court:

1. Enter a final judgment declaring that:

(a) Verizon is entitled, under the Rooftop Lease Agreement, to quiet enjoyment of the Property as described therein.

(b) The Association is not entitled under the Rooftop Lease Agreement to remove the Antenna Equipment or otherwise interfere with the operations of Verizon.

2. Enter a permanent injunction requiring the Association to refrain from causing interference with Verizon's equipment or lawful operations on the Property.

3. Award Verizon its attorneys' fees and costs to the greatest extent permitted under applicable law; and

4. Award such other and further relief as the Court deems just and equitable.

Dated: December 31, 2025

Respectfully submitted,

HUSCH BLACKWELL LLP

By: /s/ Michael J. Kelly

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ATTORNEY FOR PLAINTIFF CELLCO
PARTNERSHIP d/b/a VERIZON WIRELESS

VERIFICATION

STATE OF Kansas

)

) ss.

COUNTY OF Johnson

)

Jason Shelledy, first being duly sworn, declares, under penalty of perjury, that he is the Assoc Dir-Tech Proj. Mgmt at Cellco Partnership d/b/a Verizon Wireless ("Verizon"). Jason Shelledy further declares, under penalty of perjury, that he has read the foregoing Complaint, that based on his personal knowledge and review of relevant business records, which is information he routinely relies on in the ordinary course of business for Verizon, he believes the factual allegations in the foregoing Complaint to be truthful and accurate to the best of his knowledge.

I verify under penalty of perjury that the foregoing is true and correct.

Executed on 30 th day of December 2025.

[Signature]

SUBSCRIBED in my presence and sworn to before me on December 30th, 2025.

[Signature]

Notary Public

