

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

NO. 2023-03190

SECTION: 15

DIVISION "A"

2023 APR 11 10 22 37
DISTRICT COURT
FILED

CIERRA ROUSSEAU-DOBARD AND MICHAEL DOBARD, INDIVIDUALLY AND ON BEHALF OF THEIR MINOR CHILDREN, ISABELLA AND CAYLA DOBARD, BRITTANY HARRIS, NICOLE JONES, CHELSI NORA, INDIVIDUALLY AND ON BEHALF OF HER MINOR CHILD, EDDIE NORA, AND BEVERLY WILLIAMS, ON BEHALF OF THEMSELVES AND ALL OTHER SIMILARLY SITUATED

VERSUS

MOF-PRESERVATION OF AFFORDABILITY CORP., MOF-WILLOWS, LLC, PAC HOUSING GROUP, LLC, GMF-PARC FONTAINE, LLC and HOUSING AUTHORITY OF NEW ORLEANS

FILED: _____

DEPUTY CLERK

CLASS ACTION PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come Cierra and Michael Dobard who, on behalf of themselves and all others similarly situated, respectfully aver as follows:

PARTIES AND VENUE

1.

Made Lead Petitioners herein are:

- a.) Cierra and Michael Dobard (hereinafter referred to as the "Dobards"), individually and on behalf of their minor children, Cayla and Isabella, are persons of full age of majority domiciled in New Orleans, Louisiana, and are representatives of the plaintiff class;
- b.) Brittany Harris (hereinafter referred to as the "Ms. Harris"), a person of the full age of majority domiciled in New Orleans, Louisiana, and a representative of the plaintiff class;
- c.) Nicole Jones (hereinafter referred to as the "Ms. Jones"), a person of the full age of majority domiciled in New Orleans, Louisiana, and a representative of the plaintiff class;
- d.) Chelsi Nora (hereinafter referred to as the "Ms. Nora"), individually and on behalf of her minor child, Eddie Nora, a person of the full age of majority domiciled in New Orleans, Louisiana, and a representative of the plaintiff class; and

- e.) Beverly Williams (hereinafter referred to as the “Ms. Williams”), a person of the full age of majority domiciled in New Orleans, Louisiana, and a representative of the plaintiff class;

2.

Lead Petitioners and class members (referred to collectively as “Petitioners”) are defined as any individual who resides and/or resided in the premises located at 7005 Lawrence Road, New Orleans, Louisiana, known as the “The Willows” apartment complex, who entered into leases and/or were occupants subject to the premises’ substandard conditions and/or sustained the injuries which are complained of herein, and who are currently domiciled in and are citizens of the State of Louisiana. Petitioner further seeks to certify Class Members:

- A. All domiciliary tenants and occupants who provided rent, with or without government assistance, from 2014 through date of certification, who were subject to the conditions described herein and who are currently domiciled in and are citizens of the State of Louisiana; and

Upon information and belief, there are between 500 and 1,000 potential class members.

Excluded from the class are the following: (1) Any individual not domiciled in the State of Louisiana, including any non-domiciliary tenants or occupants of the subject premises.

3.

Made defendants herein are:

- A. **MOF-PRESERVATION OF AFFORDABILITY CORP.** (“MOF-Preservation”), upon information and belief, a foreign non-profit corporation doing business in the Parish of Orleans, State of Louisiana with a registered office at 201 St. Charles Avenue, Suite 3201, New Orleans, Louisiana 70170 and a principal business establishment in Louisiana at 3101 Rue Parc Fontaine, Building 19, New Orleans, Louisiana 70131.
- B. **MOF-WILLOWS, LLC** (“MOF-Willows”), upon information and belief, a foreign limited liability company doing business in the Parish of Orleans, State of Louisiana with its registered office at 201 St. Charles Avenue, Suite 3201, New Orleans, Louisiana 70170 and a principal business establishment in Louisiana at 7001 Lawrence Road, New Orleans, Louisiana 70126.
- C. **PAC HOUSING GROUP, LLC** (“PAC”), upon information and belief, a foreign limited liability company doing business in the Parish of Orleans, State of Louisiana with its registered office at 201 St. Charles Avenue, Suite 3201, New Orleans, Louisiana 70170 and a principal business establishment at the same location.
- D. **GMF-PARC FONTAINE, LLC** (“GMF-Parc Fontaine”) upon information and belief, a foreign limited liability company doing business in the Parish of Orleans, State of Louisiana with its registered office at 201 St. Charles Avenue, Suite 3201, New Orleans, Louisiana 70170 and a principal business establishment in Louisiana at 7001 Lawrence Road, New Orleans, Louisiana 70126.

The above defendants are sometimes collectively referred to as "MOF" or "Defendants."

Additionally named in this matter:

- E. **HOUSING AUTHORITY OF NEW ORLEANS** ("HANO") a political subdivision that operates conventional public housing and issues rental assistance under the Housing Choice Voucher ("HCV" or "Section 8"). HANO is a party necessary to the adjudication of this matter due to its involvement in the housing and assistance of tenants and occupants of the Willows.

4.

Venue is proper in Orleans Parish pursuant to Articles 42, 73, 76.1, and 80 of the Louisiana Code of Civil Procedure.

FACTUAL ALLEGATIONS

5.

MOF-Preservation, MOF-Willows, GMF-Parc Fontaine, and/or PAC (the "MOF Group") owns, operates, and manages the Willows Apartments ("The Willows") located at 7001 Lawrence Road, New Orleans, Louisiana 70126. The Willows is an apartment community that is available for lease to residents.

6.

The MOF Group has owned, operated, and managed The Willows since at least 2014. MOF Group purports to be a non-profit, religious organization.

7.

The Willows is an apartment complex with over 260 total units, including one, two, and three-bedroom floor plans. Upon information and belief, rental prices range from approximately \$780.00 to \$1,230.00 per month, with additional fees that can and do apply.

8.

The MOF Group entered and continues to enter into lease agreements with HANO and/or its residents under a form "Lease Agreement" provided and drafted by the MOF Group ("Lease Agreements"). Any and all terms of this lease are incorporated herein.

9.

Upon information and belief, HANO supplements all or some of the rent of Petitioners in this action through the Housing Choice Voucher Program and/or Section 8 Program.

10.

Petitioners each entered into a lease with the MOF Group and resided at the Willows at various times from as early as 2014 to the present.

11.

Upon information and belief, Petitioners entered into Lease Agreements with the MOF Group reflecting the same or similar terms as that which was entered by Lead Petitioners. Further, Petitioners reside and/or have resided at the Willows.

12.

The MOF Group is responsible under the law, and by the terms of its lease agreement, for the management, upkeep, repair, security, and maintenance of the Willows.

Conditions at The Willows

13.

Under the management and care of the MOF Group, conditions at the Willows have severely deteriorated. Tenants and occupants have been subject to substandard living conditions from 2014 to present including, but not limited to, water leaks, mold, rodent infestation, dilapidated and failing building structures, lack of maintenance, severe crime, lack of security, and lack of cleanliness.

14.

Tenants have communicated, verbally and in writing, to the MOF Group's representatives numerous unsafe and deficient conditions at the premises.

15.

The conditions have been in such a deplorable state as to attract the attention of local public officials and become the subject of local media publications. Representatives of the MOF-Group were contacted by both local public officials and local media members. This highlighted and reinforced their knowledge of the conditions for which they had already received notice from their own tenants.

16.

Despite the notices both public and private, the MOF Group has failed to correct the conditions complained of herein.

17.

The MOF Group has failed to meet its duty and/or obligation to provide proper sanitation pursuant to the Lease and applicable law.

18.

The MOF Group has failed to meet its duty and/or obligation to maintain fixtures at the premises pursuant to the Lease and applicable law.

19.

The MOF Group has failed to meet its duty and/or obligation to perform reasonable repairs at the premises pursuant to the Lease and applicable law.

20.

The MOF Group has failed to meet its duty and/or obligation to maintain safe conditions at the premises pursuant to the Lease and applicable law.

21.

The MOF Group has failed to meet its duty and/or obligation to maintain habitable conditions at the premises pursuant to the Lease and applicable law.

22.

The MOF Group has failed to meet its duty and/or obligation to comply with applicable laws regarding safety, sanitation, and fair housing.

23.

As a result of the failures, acts, and/or omissions complained of herein, Petitioners incurred damages including, but not limited to, monetary damages, loss of use, property loss, cost of repair, inconvenience, and mental anguish.

Mold Exposure and Hazard

24.

The severity of the MOF Group's neglect of Willows has led to dangerous conditions. The failure to repair water leaks and damage has led to mold growth throughout the complex. This has left the living areas subject to harmful air quality. These living areas are the homes of numerous residents, including families with minor children.

25.

These health hazards are the direct result of MOF-Group's failure to exercise reasonable care, including after MOF-Group has had notice of the harmful conditions.

CLASS ACTION ALLEGATIONS AND REQUISITES

26.

Lead Petitioners, Petitioners, and all others similarly situated are entitled to maintain this action as a class action pursuant to La. C.C.P. Article 591 for reasons including but not limited to:

- a) Joinder of all members is impracticable;
- b) There are questions of law and fact common to the class. This includes, but is not limited, to determination of whether the allegations pertaining to the MOF Group's acts and omissions contained herein constitutes breach of the lease agreements;
- c) The claims or defenses of the representative parties are typical of the claims or defenses of the class;
- d) The representative parties will fairly and adequately protect the interests of the class;
- e) The class is or may be defined objectively in terms of ascertainable criteria, such that the court may determine the constituency of the class for purposes of the conclusiveness of any judgment that may be rendered in the case.

27.

Petitioners have also sustained, or will sustain, damages including lost wages and earning capacity, past and future medical expenses, loss of enjoyment of life, pain and suffering, attorney fees, court costs, litigation costs, and other damages.

28.

The class representatives' claims are typical of the claims of the class. Petitioners and all members of the class sustained damages as a result of Defendants' conduct alleged in this Complaint. The class representatives will fairly and adequately protect the interest of the class. Furthermore, the class representatives herein are represented by skilled attorneys who are experienced in the handling of class action litigation and who may be expected to handle this action in a manner in the best interests of the class.

29.

A class action is superior to the other available methods for the fair and efficient adjudication of this controversy. Petitioners allege that the prosecution of separate actions by individual members of the class would create a risk of inconsistent or varying adjudications with respect to the individual members of the class which would establish incompatible standards of

conduct by the parties opposing the class, and adjudication with respect to the individual members of the class would be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests.

30.

Petitioners move for class certification in accordance with La. C.C.P. Article 591 *et seq.*

CAUSES OF ACTION

BREACH OF CONTRACTUAL OBLIGATIONS

31.

Petitioners re-aver and re-allege paragraphs 1 through 30 as though copied herein, *in extenso.*

32.

The MOF Group's acts, as pled herein, constitute breach of the Lease agreements with Lead Petitioners and the putative class members.

33.

The MOF Group's breaches of contract as pled herein were done in bad faith.

34.

As a result of the actions of the The MOF Group as pled herein, Petitioners incurred monetary damages, loss of use, contract damages, inconvenience, repair costs, and property loss.

35.

Pursuant to Louisiana Civil Code Article 1997, The MOF Group is liable to Petitioners for all damages resulting from its bad faith breach of contract(s), including attorney's fees under both the law and contract.

DAMAGE CAUSED BY VICE, NEGLIGENCE, OR DISREPAIR

36.

Petitioner repeats and re-alleges paragraphs 1 through 30 as though copied herein, *in extenso.*

37.

Petitioner's damages as complained of herein were caused by the vice, neglect, or disrepair of property owned and/or controlled by Defendants which Defendants knew or should have known of and failed to exercise reasonable care which would have prevented Petitioner's damages.

DAMAGE CAUSED BY RUIN

38.

Petitioner repeats and re-alleges paragraphs 1 through 30 as though copied herein, *in extenso*.

39.

Petitioner's damages as complained of herein were caused by the ruin of buildings owned and/or controlled by Defendants which Defendants knew or should have known of and failed to exercise reasonable care which would have prevented Petitioner's damages.

UNFAIR AND/OR DECEPTIVE TRADE PRACTICES

40.

Petitioners, repeat and re-allege paragraphs 1 through 30 as though copied herein, *in extenso*.

41.

Petitioners pled the following cause of action in the alternative and/or in the event that class certification is not granted.

42.

The MOF Group's acts as pled herein were intentionally unfair, deceptive, and performed for obtaining a wrongful business advantage for ACV and harming Lead Petitioners. Specifically, this includes the MOF Group's false and misleading information in public forums.

43.

The acts performed by the MOF Group as pled herein were directly related to the trade and commerce of the MOF Group, including that between the MOF Group and Lead Petitioners.

44.

As a result of the actions of the MOF Group as pled herein, Lead Petitioners incurred monetary damages, loss of use, loss of enjoyment, contract damages, inconvenience, repair costs, and property loss.

45.

The MOF Group's actions are in violation of Louisiana Revised Statute, Title 51, § 1401 *et seq.*

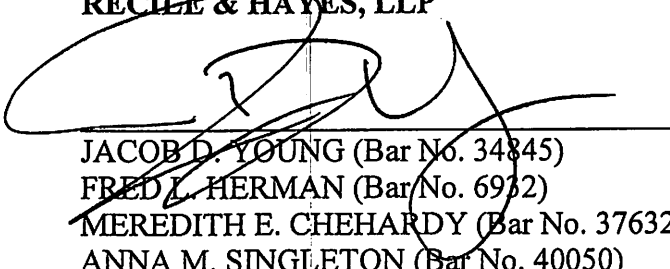
Lead Petitioners are further entitled to treble damages and attorneys' fees pursuant to Louisiana Revised Statute, Title 51, § 1401 *et seq.*

WHEREFORE, Lead Petitioners, Cierra and Michael Dobard, Brittany Harris, Nicole Jones, Chelsi Nora, and Beverly Williams on behalf of themselves and those similarly situated, pray that after due proceedings, there be judgment in Petitioners' favor against MOF-Preservation of Affordability Corp., MOF-Willows, LLC, PAC Housing Group, LLC, and GMF-Parc Fontaine, LLC in a reasonable amount to be determined by the premises herein, with interest from the date of judicial demand, plus any other relief provided by law, including reasonable attorney's fees, penalties and costs.

Respectfully submitted,

**CHEHARDY SHERMAN WILLIAMS
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