

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY

NATHANIEL JOHNSON, et al.,)	
)	
individually and on behalf of those)	
similarly situated,)	
)	
Plaintiffs,)	Case No.: 2316-cv09588
v.)	
)	
STONEGATE MEADOWS)	
APARTMENTS, LLC, et al.,)	
)	
Defendants.)	

FOURTH AMENDED CLASS ACTION PETITION

COME NOW, Plaintiffs Charlesetta Lockett, Breonna Mondaine, Roosevelt Devoe Price III, Aaliyah Ross, Malik Weeks, Michele Williams, Jill Harris, Anga Crosby, Shimailyn Brown, J.L. Epps, Richarda E. Scott, and Ratasha Williams pursuant to Rule 52.08, and on behalf of all similarly situated persons, to bring this Class Action Petition against Defendants Stonegate Meadows Apartments LLC (“Stonegate LLC”), Elite Management Group LLC (“Elite LLC”), Stonegate Meadows LP (“Stonegate LP”), Eagle Point Management LLC (“Eagle Point LLC”), Yarco Company Inc. (“Yarco Inc.”), Young Management Corporation (“Young Management”), and Prime Midwest LLC (“Prime Midwest”) and state as follows:

PARTIES

1. For visual reference, attached as Exhibit 1 is a chart depicting the Named Plaintiffs’ tenancy dates and the corresponding Defendants who owned and managed the Property.

2. **Plaintiff Charlesetta Lockett** is a citizen of the State of Missouri. She resided at the Property from November 7, 2019, through September 5, 2021. Ms. Lockett lost the use of her housing voucher due to the condition of her home. Ms. Lockett moved in with Mr. Johnson in May of 2022 and remained through June 3, 2022.

3. **Plaintiff Breonna Mondaine** is a citizen of the State of Missouri. She resided at the Property from March 2022 through November 2022. Ms. Mondaine had a voucher, but HAKC stopped paying due to the conditions in her home.

4. **Plaintiffs Roosevelt Devoe Price III and Michele Williams** are citizens of the State of Missouri. They resided at the Property from September 1, 2016, through February 2023. They had a housing voucher, but HAKC stopped paying due to uninhabitable conditions.

5. **Plaintiffs Aaliyah Ross and Malik Weeks** are citizens of the State of Missouri. They resided at the Property from February 1, 2020, through March 2023.

6. **Plaintiff Jill Harris** is a citizen of the State of Missouri. Ms. Harris resided at the property from September 29, 2008, until April of 2024, when she moved out after being sued for eviction.

7. **Plaintiff Anga Crosby** is a citizen of the State of Missouri. She resides at the Property. She moved into the property in 2015 and moved out on August 15, 2024, pursuant to a settlement agreement reached in an eviction proceeding.

8. **Plaintiff Shimailyn Brown** is a citizen of the State of Missouri. Ms. Brown is a current tenant, she moved in on January 28, 2022.

9. **J.L. Epps** is a citizen of the State of Missouri. Mr. Epps resided at the Property from October 2015, through October 2019.

10. **Richarda Scott** is a citizen of the State of Missouri. Ms. Scott resided at the Property from October 2015, through October 2019.

11. **Ratasha Williams** is a citizen of the State of Missouri. Ms. Williams resided at the Property from February 2018 through July 2020.

12. **Defendant Stonegate Meadows Apartments LLC** ("Stonegate LLC") is a limited liability company formed under the laws of the State of Delaware and whose principal place of business is in the State of Missouri. Stonegate LLC is the current owner of the Property. Stonegate LLC took over ownership of the Property in December 2019. Stonegate LLC is liable for its own tortious activities and for the acts of its property managers, which held the power to alter legal relations between Stonegate LLC. and the tenants, acted as Stonegate LLC's fiduciary, and which acted under the control of Stonegate LLC.

13. **Defendant Elite Management MO LLC** ("Elite LLC") is a limited liability company formed under the laws of the State of Georgia and whose principal place of business is in the State of New Jersey. Elite LLC was a property manager at the Property from May of 2021 through July of 2023 and acted as Stonegate's agent.

14. **Defendant Stonegate Meadows, L.P.** ("Stonegate L.P.") is a Missouri limited partnership whose principal place of business is in the State of Missouri. Stonegate L.P. owned the Property prior to December 2019. Stonegate L.P. is liable for its own tortious activities and for the acts of its property managers, which held the power to

alter legal relations between Stonegate L.P. and the tenants, acted as Stonegate L.P.'s fiduciary, and which acted under the control of Stonegate L.P.

15. **Defendant Eagle Point Management LLC ("Eagle Point LLC")** is a limited liability company formed under the laws of the State of Maine and whose principal place of business is in the State of Missouri. Eagle Point LLC managed the Property as an agent of Stonegate L.P. up until December 2019 and engaged in tortious acts against the Plaintiffs.

16. **Defendant Yarco Company Inc. ("Yarco Inc.")** is a Missouri corporation whose principal place of business is located in the State of Missouri. Yarco Inc. managed the Property as an agent of Stonegate LLC from September 1, 2020, through April 4, 2021, and engaged in tortious acts against Plaintiffs.

17. **Defendant Young Management Corporation ("Young Corporation")** is a Kansas corporation whose principal place of business is the State of Kansas. Young Corporation managed the Property as an agent of Stonegate LLC from November 27, 2019, through August 31, 2020, and engaged in tortious acts against the Plaintiffs.

18. **Defendant Prime Midwest LLC ("Prime Midwest")** is a Missouri limited liability company whose principal place of business is in the State of New York. Prime Midwest has managed the Property as an agent of Stonegate LLC from July 2023 to the present and engaged in tortious acts against the Plaintiffs. Prime Midwest LLC may be served through its registered agent at Registered Agent Solutions, Inc., 711 N. 11th St., Saint Louis, Missouri 63101-1231.

JURISDICTION AND VENUE

19. The Court has jurisdiction over this action, pursuant to R.S.Mo. § 506.500, because Defendants (1) transacted business, (2) made contracts, (3) committed tortious acts, and (4) owned, used, and/or possessed real estate within the State of Missouri, and Plaintiffs' causes of action arise from such acts.

20. Plaintiffs have incurred damages due to Defendants' wrongful conduct.

21. Venue in this Court is proper, pursuant to R.S.Mo. § 508.010.1(2), because Plaintiffs were damaged by Defendants' wrongful conduct, which occurred in Jackson County, Missouri.

22. Jurisdiction and venue in this Court are also proper, pursuant to R.S.Mo. § 407.025.1, because the transactions at issue—leasing the residential property—took place in Jackson County, Missouri.

FACTS COMMON TO ALL COUNTS

23. Plaintiffs incorporate herein all proceeding paragraphs and further state:

Stonegate Residents Are Forced to Live in Unsafe, Unsanitary, and Unhealthy Housing
Aaliya Ross and Malik Weeks

24. Mr. Ross and Mr. Weeks were excited to make their first home together at Stonegate, where they moved in February 2020 with their infant daughter. Mr. Weeks envisioned coming home from a long day of work to take his daughter to sit and relax by the pool.

25. Far different from the experience they were promised by Defendants Stonegate LLC, Young Corporation, Yarco Inc., and Elite LLC, the family's time at Stonegate has been a living nightmare.

26. The family's initial apartment at Stonegate was water damaged and smelled of mold or mildew. It covered their ceilings and air vents, and they could smell the stench throughout their entire home:



27. Kansas City's Healthy Homes Rental Inspection Program ("Healthy Homes") helped the family relocate to a new unit at Stonegate.

28. Unfortunately, the family's new home is also unlivable.

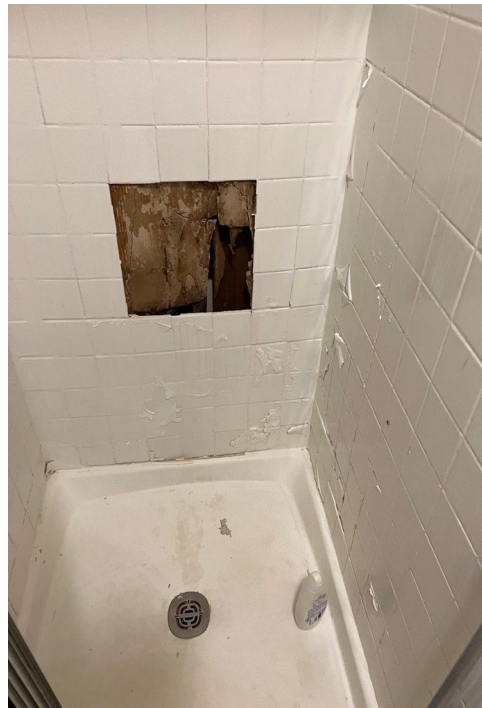
29. The family's home was overrun with cockroaches. Roaches scurry throughout the home; cover their kitchen cabinets, ceilings, and walls; and inhabit their furniture:



30. Ms. Ross and Mr. Weeks had to throw out furniture and personal property, including their couch, because they became infested with roaches.

31. The family lived with roaches for over a year because Defendants Stonegate LLC, Young Corporation, Yarco Inc., and Elite LLC failed to abate the infestation.

32. Structural and plumbing issues also plague their home. Their bathroom ceiling has collapsed twice due to leaks, and their shower has a massive hole in it:



33. The family's home also had a mice infestation, HVAC issues, leaks, and, upon information and belief, bed bugs.

34. Like all the other issues in their homes, Ms. Ross and Mr. Weeks promptly, persistently, and repeatedly notified the presiding property managers of the problems.

35. Defendants Stonegate LLC, Young Corporation, Yarco Inc., and Elite LLC collectively and serially breached their duties to remediate the complained of problems.

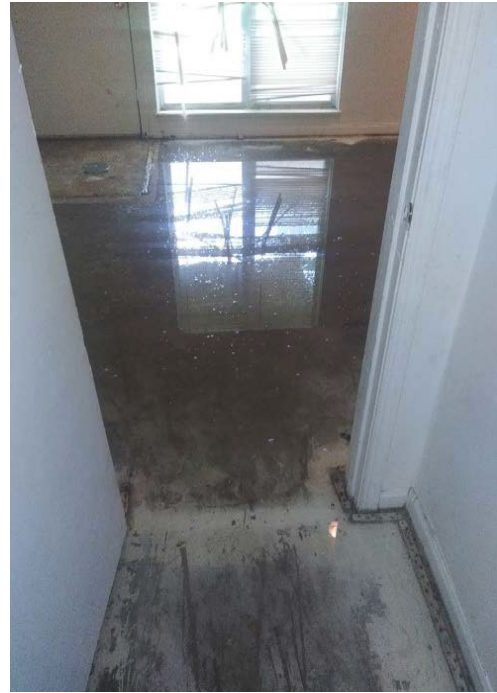
36. Neither Defendant Stonegate LLC nor Elite LLC returned the couples \$99 security deposit after they moved out.

37. Nor did Defendant Stonegate LLC or Elite LLC provide them notice about an inspection, furnish an itemized list of why the deposit was withheld, or return any amount of their security deposit, all in violation of state law.

Roosevelt Devoe Price III and Michele Williams

38. Mr. Price and Ms. Williams have three children and moved to Stonegate in 2016.

39. In the families' first apartment, raw sewage regularly backed up into their home:



- 40. They also dealt with extensive leaks, water damage, and mold or mildew.
- 41. Eventually, their ceiling collapsed:



42. Mr. Price and Ms. Williams then moved to their second home at Stonegate.

43. Their second home also had plumbing issues, leaks, mold or mildew holes in the ceilings and walls, and structural damage:



44. Their second home also became uninhabitable, the entire ceiling collapsed, and their home flooded.



45. The family lost most of their personal property due to the collapse and water damage.

46. Mr. Price and Ms. Williams then moved to their third home at Stonegate, with the family's few remaining belongings in trash bags.

47. In their third apartment the heat did not work.

48. Around Christmas 2022, the pipes in the building burst and the family lacked water for days, then hot water for weeks.

49. Mr. Price and Ms. Williams promptly, persistently, and repeatedly notified the presiding property managers—Defendants Eagle Point, Young Corporation, Yarco Inc., and Elite LLC—of the issues in each of their homes. The Defendants generally

disregarded their requests; if they did respond, they failed to take corrective action or adequately remedy the issue.

50. Many problems, such as the structural issues, worsened with time despite Mr. Price and Ms. Williams' consistent complaints and Defendants' shared knowledge of the issue and Defendants' continuing neglect and willful disregard.

51. For example, Mr. Price and Ms. Williams regularly informed all respective property manager Defendants (and by extension the property owners) about the progressively worsening leaks, water damage, and structural issues in their first two homes. Unsurprisingly, the ceilings eventually collapsed in each home because Defendants Eagle Point, Young Corporation, Yarco Inc., and Elite LLC and their principals respectively and serially failed to appropriately address the issue.

52. The dangerous conditions and multiple displacements significantly harmed the Price-Williams family.

53. In late 2022 or early 2023, HAKC revoked the Price-Williams family's voucher due to the deplorable conditions.

54. The family was constructively evicted and eventually found a home in Raytown, Missouri.

55. Instead of offering reimbursement or compensation for the unfathomable hardship the family endured, Defendants Stonegate LLC and Elite LLC demanded \$7,000 in rent, including portions that would have been paid by the Housing Authority had the Property been in proper condition.

56. No Defendant ever returned any portion of Mr. Price and Ms. Williams's security deposit.

57. No Defendant ever provided notice of an inspection, nor an itemized list of alleged damages, as state law requires.

Charlesetta Lockett

58. Ms. Lockett is a sixty-year-old, lifelong Kansas City resident. She moved to Stonegate in November 2019.

59. She chose Stonegate to be near Mr. Johnson, to whom she provides care, and because she was promised a first-floor apartment due to her own degenerative arthritis and mobility issues.

60. After Ms. Lockett signed her lease, Defendants Stonegate LP and Eagle Point took her to a second-floor apartment, despite their promise to provide her with one on the first floor.

61. During the walkthrough of her apartment, Ms. Lockett saw a bubble forming on the ceiling of the master bedroom and immediately notified Defendants Stonegate LP and Eagle Point of the issue.

62. The bubble on her ceiling swelled over time, and Ms. Lockett continued to inform Stonegate LP, Eagle Point, Stonegate LLC, Young Corporation, Yarco Inc., and Elite LLC and its agents of the worsening problem.

63. The issue became so severe that water leaked into Ms. Lockett's bedroom.

64. She could see water stains across her ceiling and her carpet would squish under her feet because it was saturated with water.

65. Ms. Lockett placed a cooler in her bedroom to catch the water that poured into her home.

66. Ms. Lockett consistently notified Defendants of the issues with her ceiling; she called the property management office dozens of times and left many voicemails because property management often neglected to answer the phone, Ms. Lockett also drove to the office on numerous occasions to complain to Stonegate's property management in person.

67. Defendants respectively failed to repair Ms. Lockett's ceiling, despite her regular complaints.

68. Eventually, Ms. Lockett's ceiling collapsed.

69. Ms. Lockett was fortunately sleeping on her couch at the time, and not her bedroom where the ceiling fell in.

70. Ms. Lockett had to vacate her home due to the constructive eviction, primarily the ceiling collapse, rendering her homeless and causing her to bounce between family members to keep a roof over her head.

71. Ms. Lockett also lost her housing voucher because of the conditions in her home and the subsequent confusion surrounding her housing status.

72. She moved to Independence, Missouri—her first time living outside Kansas City—because it was the only place she could find affordable housing.

73. Neither Stonegate LLC nor Elite LLC returned Ms. Lockett's security deposit.

74. Nor did Stonegate LLC or Elite LLC provide her notice about an inspection, furnish her an itemized list of why her deposit was withheld, or return any amount of her security deposit, as state law requires.

Breonna Mondaine

75. Ms. Mondaine moved to Stonegate with her one-year-old son and six-year-old daughter in March 2022.

76. Ms. Mondaine's home was overrun with moisture and mold or mildew causing a musty stench to permeate the air, and she had to throw out furniture that became covered in mold or mildew.

77. Ms. Mondaine promptly, persistently, and frequently requested Defendants Stonegate LLC, and Elite LLC to remediate the mold.

78. On two occasions someone came to treat the mold, but the issue persisted; she continued to inform Stonegate LLC, and Elite LLC of the ongoing issue, but they failed to fix it.

79. Ms. Mondaine's home was also infested with mice.

80. At times, she would kill as many as three to four a day, forcing her to purchase traps and other pest control items out of pocket because Stonegate LLC and Elite LLC failed to address the issue, negligently and willfully disregarding her frequent complaints.

81. Ms. Mondaine also dealt with water leaks, plumbing and sewage issues, and a faulty HVAC system that left her without heat or air, among other issues.

82. Fearful for her children's health, Ms. Mondaine took her children to stay with friends or family so they could escape the fetid conditions.

83. Ms. Mondaine consistently informed Defendants Stonegate LLC and Elite LLC of the issues in her home. They would either promise repairs that would never happen, come to her home but not fix the issue, or ignore her request entirely.

84. Ms. Mondaine had to pay out of pocket to treat the myriad issues in her home.

85. HAKC also inspected her home and notified Defendants Stonegate LLC and Elite LLC of issues in her home and eventually, stopped paying its portion of Ms. Mondaine's rent due to Defendants Stonegate LLC and Elite LLC's refusal to fix her home.

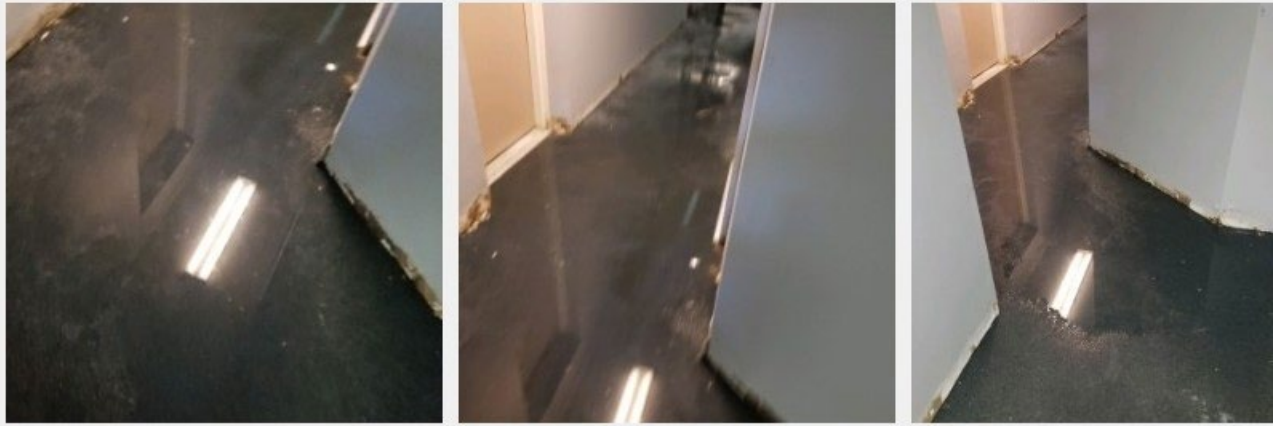
86. Ms. Mondaine, who was constructively evicted, had to urgently find new housing to avoid losing her voucher; fortunately, she eventually found alternative housing.

87. Ms. Mondaine describes her time at Stonegate as the worst experience of her life.

Jill Harris

88. Ms. Harris moved into Stonegate fifteen years ago.

89. During July of 2022, the downstairs area of Ms. Harris' building flooded, remained flooded for a month, and left behind a terrible stench and an expanse of ever-worsening mold:



90. She has dealt with bed bugs and a persistent mouse infestation that has spanned more than five years.

91. Her plumbing began malfunctioning on a regular basis roughly four years ago and her sink produces black water:



92. Ms. Harris has dealt with mold or mildew in the apartment for more than five years.

93. Over the last five years, Ms. Harris has reported the issues in her apartment promptly, repeatedly, and persistently, at the time they arose, to the presiding property managers, but her apartment remains uninhabitable.

94. Neither Stonegate LLC nor Elite LLC returned Ms. Harris's \$150.00 security deposit.

95. Nor did Stonegate LLC nor Elite LLC provide her notice about an inspection, furnish her an itemized list of why her deposit was withheld, or return any amount of her security deposit, as state law requires.

Anga Crosby

96. Anga Crosby has lived at Stonegate for eight years.

97. In roughly 2019, her ceiling began leaking on a regular basis.

98. She consistently and repeatedly reported this to the presiding property manager.

99. In roughly 2019, she began experiencing a cockroach and mouse infestation, which she also reported to the presiding property manager.

100. The presiding property manager told her that she would have to deal with the problem herself.

101. In the middle of 2023, the leaks in Ms. Crosby's ceiling caused the ceiling to give way and fall in.

102. Ms. Crosby has reported the issues in her home consistently and repeatedly to each of the presiding property managers, but her home only becomes more uninhabitable with time.

Shimailyn Brown

103. Ms. Brown and her daughter have lived at Stonegate for two years.

104. Soon after she moved in, she began using the washer and dryer, located on the basement floor of the apartment.

105. When she did so, the water would back up and create a large puddle on the floor of the finished basement.

106. Soon after that, she noticed the smell and site of mold in the basement.

107. In addition to the water pooling up in the basement area, Ms. Brown's living room leaks water from the ceiling, presumably from the bathroom above.

108. When it rains, the upstairs bedroom ceiling bubbles up and water drips onto her bed, damaging her personal property.

109. Ms. Brown sleeps in the living room as a result.

110. The electrical fuses in the home regularly blow.

111. The furnace door is broken, and the pilot light regularly goes out, leaving her without heat until it is relit, thus creating dangerous conditions.

112. Mice and their droppings began appearing in the home in recent months.

113. Ms. Brown promptly, persistently, and repeatedly reported the problems to Stonegate LLC and Elite LLC, but the problems persist.

J.L. Epps and Richarda Scott

114. Mr. Epps and Ms. Scott moved into Stonegate Meadows in 2014.

115. Mr. Epps is blind, so the couple had requested an apartment that would accommodate his condition with features like grab bars in the bathtub, handicap parking for his caretaker, and the like.

116. Stonegate LP agreed to provide an apartment that fit Mr. Epps' needs but failed to actually do so.

117. To make matters more difficult and dangerous for Mr. Epps, plumbing issues plagued the apartment.

118. A pipe broke in the finished basement of the apartment and flooded the area and destroyed the couple's personal property, including all of their important records, and created slick and dangerous conditions.

119. The flooding caused the area to smell and to appear moldy.

120. A pipe broke in the ceiling and leaked water into the home, damaging additional personal property.

121. Every time the neighbor ran the dishwasher, water seeped into the apartment causing slippery conditions, increasing Mr. Epps' fall risk, and causing him emotional distress.

122. The apartment had a bed bug infestation that the couple tried to self-treat due to the neglect of Stonegate LP, Eagle Point, Stonegate LLC, Young Corporation, and Yarco Inc.

123. Unable to rid the unit of bedbugs, the couple was constructively evicted from the apartment in 2019.

Ratasha Williams

124. Ms. Williams moved into Stonegate Meadows in 2018 and immediately began having problems.

125. Upon moving in, Ms. Williams found that Stonegate LP and Eagle Point rented her an apartment that had a gaping hole in the ceiling.

126. Whenever it rained, water would pour into the apartment through the hole.

127. The basement also had a gaping hole from which water ran.

128. The basement regularly flooded with water.

129. The water seeped onto electrical units and appliances and created the risk of electrocution.

130. Ms. Williams promptly, persistently, and repeatedly notified the presiding property managers of the problems in the apartment.

131. However, they collectively and serially failed to remediate the issues.

132. Due to all of these problems and through the negligence and willful acts of Stonegate LP, Eagle Point, Stonegate, LLC, and Young Corporation, Ms. Williams was constructively evicted from the apartment in 2020.

133. She did not receive a notice-of-walkthrough from Stonegate LLC or Young Corporation, nor did she receive her deposit or an accounting of her deposit.

Unsafe, Unsanitary, and Unhealthy Conditions Exist Throughout the Entire Property

134. Each Defendant has breached its respective duty to adequately fund and/or manage the Property to ensure that habitable apartments and common areas are provided to Stonegate tenants.

135. As detailed above, the named Plaintiffs' homes have been plagued with hazardous conditions. Buildings property-wide are infested with mice, cockroaches, bedbugs, rodents, and other vermin or pests.

136. Building-wide plumbing and structural problems result in serious leaks, raw sewage, flooding, standing water, mold or mildew and generally fetid conditions, and collapsed ceilings across the property. Residents lack adequate HVAC systems, which leaves them without adequate heat or air conditioning.

137. Defendants, respectively, also systematically fail and have failed to care for the grounds and common areas.

138. Buildings across the Property have shattered windows, exposed wires, and boarded windows and doors; glass, loose nails, plywood, and other debris litter the Property.:





139. Many vacant units are unsecured, allowing children and trespassers to enter.

140. Common areas, buildings, and homes are also unsecured, with broken locks and doors.

141. Buildings lack both physical and functional smoke detectors, and fire extinguishers.

142. Dumpsters overflow: trash and dangerous debris cover the grounds and common areas.

143. Each Defendant's property-wide neglect and lack of security promotes—and promoted—an uninhabitable living environment. Fires have destroyed multiple buildings. Unauthorized individuals access vacant units, laundry rooms, and common areas. Human feces are found in common areas. Violence and shootings are commonplace.

144. Each Defendant was aware of the extent and severity of the issues that pervade the Property. Plaintiffs consistently and repeatedly requested maintenance, made complaints, and informed Defendants of the uninhabitable conditions in their homes and across the Property.

145. The Kansas City Health Department is also regularly on the Property; it has conducted over 300 inspections at Stonegate since December 2019, identified nearly 1,000 ordinance violations, and taken the exceedingly rare step of revoking Stonegate, LLC's rental license twice.

146. Both Healthy Homes and local housing authorities frequently conduct inspections of Plaintiffs' homes, and provide Defendants with reports that detail the repairs and corrective action that must be taken. HAKC has stopped making payments to Defendants on behalf of many voucher recipients due to Defendants' collective failures to make necessary repairs.

147. News media has also published many stories about the unsafe and uninhabitable conditions at Stonegate.

148. United States Congressman Emmanuel Cleaver II and other federal officials have demanded that Stonegate, LLC improve their conduct and care for the Property.

149. Despite the overwhelming attention on Stonegate's unsafe and uninhabitable conditions, Defendants Stonegate, LLC, and its agents continue to neglect the Property and Plaintiffs' rights.

Defendants Breach Their Duty to Invest in or Care for the Property

150. Stonegate is uninhabitable because each Defendant refused to invest in the maintenance, property management, and infrastructure necessary to own and operate a 366-unit apartment complex.

151. Each Defendant operated with understaffed crews; hired inexperienced and unqualified employees; failed to adequately train and supervise them; and experienced extraordinary staff turnover.

152. Each Defendant also failed to hire or contract maintenance staff and vendors with the adequate skills, knowledge, and expertise to properly complete maintenance and repairs.

153. When maintenance is attempted, each Defendant regularly utilized temporary and unsafe solutions to make repairs.

154. Each Defendant failed to provide its employees, agents, and contracted vendors the equipment, materials, infrastructure, and IT systems necessary to complete their jobs and fulfill each Defendants legal and contractual obligations.

155. Each Defendant refused to conduct regular inspections, complete regular maintenance, or provide preventative maintenance.

156. No Defendant has or had a formal maintenance process.

157. Each Defendant has refused to answer or respond to voicemails left by tenants seeking remediation of habitability issues.

158. In sum, Stonegate tenants cannot consistently submit maintenance requests, track their progress, or ensure completion.

Defendants Misrepresent the Conditions at Stonegate to Tenants

159. Each Defendant misled tenants about the conditions at Stonegate.

160. Under Missouri law, a purveyor of apartments warrants that the apartments it rents are habitable.

161. Each Defendant rented an apartment to a Plaintiff pursuant to the implied representation that such apartment was habitable.

Defendants Profit While Endangering and Displacing Kansas Citizens

162. Each Defendant's respective conduct is compounded by the fact that each receive hundreds of thousands if not millions in rental income, government assistance, and federal subsidies.

163. Defendants collected rent from hundreds of tenants each month.

164. Defendants plaster tenants' doors with rent demands and pay to evict tenants en masse all while neglecting maintenance.

165. In 2022 alone, Stonegate LLC filed 64 wrongful eviction lawsuits against its residents.

166. Defendants file eviction lawsuits wrongfully, neglecting the fact they seek rent from tenants whose homes are unlivable, including those who have had their Section 8 vouchers revoked because Defendants failed to keep the property habitable.

167. Defendants also participate and have participated in the federal Low-Income Housing Tax Credit (LIHTC) program, which significantly subsidizes the acquisition, construction, and rehabilitation of affordable rental housing. According to

the Department of Housing and Urban Development (HUD), LIHTC is “the most important resource for creating affordable housing in the United States today.”

168. With 366 units, Stonegate is the third largest provider of LIHTC housing in Kansas City, and the fourth in all of Jackson County.

169. Defendants accept and have accepted tax credits, while they effectively destroy hundreds of units of low-income housing through their neglect.

170. Defendants receive and have received additional taxpayer dollars in the form of Section 8 payments on behalf of scores of tenants.

171. Despite this significant and steady influx of rental income and taxpayer dollars, Defendants neglect and have neglected the property and breach their duty to maintain safe and habitable homes for its residents, or comply with local, state, or federal law.

CLASS-ACTION ALLEGATIONS

172. Plaintiffs incorporate herein all preceding paragraphs and further state:

173. Pursuant to Mo. Sup. Ct. R. 52.08(b)(3), Plaintiffs bring this action on behalf of themselves and the following proposed “**Habitability Damages Class**”:

All Missouri citizens who lived at Stonegate since April 7, 2018.

174. Pursuant to Mo. Sup. Ct. R. 52.08(b)(3), Plaintiffs bring this action on behalf of themselves and the following proposed “**Overcharge Damages Sub-Class**”:

All Missouri citizens who held a lease with any Defendant and lived at Stonegate since April 7, 2018.

175. Pursuant to Mo. Sup. Ct. R. 52.08(b)(3), Plaintiffs bring this action on behalf of themselves and the following proposed **“Security Deposit Sub-Class”**:

All Missouri citizens who paid, directly or through a third party, a security deposit to any Defendant and who have vacated the property since April 7, 2018.

176. Pursuant to Mo. Sup. Ct. R. 52.08(b)(2), Plaintiffs bring this action on behalf of themselves and the following proposed **“Habitability Injunction Sub-Class”**:

All Missouri citizens who currently live at Stonegate pursuant to a landlord-tenant relationship.

177. Pursuant to Mo. Sup. Ct. R. 52.08(b)(3), Plaintiffs bring this action on behalf of themselves and the following proposed **“Third-Party Beneficiary Sub-Class”**:

All Missouri citizens who lived at Stonegate since April 7, 2018, and received an HAKC voucher.

178. Excluded from the proposed Classes are Defendants; any affiliate, parent, or subsidiary of Defendants; any entity in which Defendants have a controlling interest; any officer, director, or employee of Defendants; any successor or assign of Defendants; anyone employed by counsel in this action; any judge to whom this case is assigned; that judge(s)' spouse; and members of the judge or judges' staff(s).

179. This is a proposed class action and mass tort, which seeks injunctive relief and damages.

180. Specifically, Plaintiffs propose that this case be managed as follows:

- a. All injunctive relief will be addressed via one or more classes, for which certification will be sought under Rule 52.08(b)(2);
- b. All damages will be addressed via one or more issue classes, with determination of causation and damages to be handled by way of

individual trials. Plaintiffs anticipate seeking certification of these issue classes under Rule 52.08(b)(3).

181. **Numerosity.** The members of the Class and Sub-Classes are so numerous that joinder is impracticable in that Stonegate has approximately 366 units, with one to four bedrooms each and its current tenant population is in the hundreds and may reach beyond 1,000. Combined with former tenants who were subjected to overcharges and uninhabitable housing, that number surely exceeds 1,000.

182. **Commonality.** Common questions of law and fact exist as to all proposed Class members and predominate over questions affecting only individual Class members. These common questions include:

- a. Whether the living conditions at Stonegate are/were habitable.
- b. Whether Defendants individually engaged in a centralized practice of neglecting the property, causing an overall state of disrepair and decline.
- c. Whether Defendants individually made misrepresentations about the conditions of the apartments, apartment grounds, or the Property.
- d. Whether Defendants individually made misrepresentations about the level of maintenance that would be performed.
- e. Whether Defendants individually failed to perform the "Owner's Duties" promised in the Overcharge Damages Sub-Class's leases.
- f. Whether Defendants individually violated Missouri's security deposit law. *See* R.S.Mo. § 535.300.
- g. Whether the Defendants individually charged the Plaintiffs, and Class members, for maintenance services they did not provide.
- h. Whether the Classes are entitled to injunctive relief, monetary damages, restitution, punitive damages, declaratory relief, or other remedies.

183. **Typicality.** Plaintiffs' claims are typical of those of the proposed Classes because they complain of the same conduct as the Classes, have the same legal theory, have the same damages, and seek the same relief.

184. **Adequacy.** Plaintiffs are adequate representatives of the proposed Class because their interests do not conflict with the interests of the members of the Class they seek to represent. Plaintiffs have retained counsel competent and experienced in complex class- action litigation and will prosecute this action vigorously on the Class members' behalf.

185. **General applicability under Rule 52.08(b)(2).** Defendants Stonegate LLC and its current property manager have acted or refused to act on grounds generally applicable to the proposed Class, thereby making appropriate final and injunctive relief with respect to the members of the Class in that Defendants Stonegate LLC and its current property manager have a practice of refusing to provide timely and appropriate maintenance to the entire Property, in a way that affects the entire Class.

186. **Superiority and Predominance under Rule 52.08(b)(3).** Questions of law and fact common to the Classes predominate over questions affecting only individual members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy.

187. Defendants' respective and collective neglect of the property and its overcharging of tenants is so pervasive, that individual actions would be numerous, expensive, burdensome, extremely inefficient, and unlikely to draw sufficient attorneys to handle the claims.

188. Even if the members of the Class could find and afford attorneys, it would be an unnecessary burden on the courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increased expense to all parties and to the court system.

189. By contrast, the class action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous claims based upon a single set of proof in just one case.

COUNT I REQUEST FOR INJUNCTION

*Plaintiffs Shimailyn Brown, Anga Crosby, and Jill Harris, individually and on behalf of Habitability Injunction Sub-Class, against **Defendants Stonegate LLC and Prime Midwest***

190. Plaintiffs incorporate herein all preceding paragraphs and further state:

191. Plaintiffs bring this Count individually and on behalf of the Habitability Injunction Sub-Class.

192. As a result of Defendants Stonegate LLC and its current agent(s) actions and/or inactions, as alleged herein, Plaintiffs have suffered and will continue to suffer severe and irreparable harm and injury to their health, safety, security, and well-being because of the state of the Property.

193. Such harm greatly outweighs any conceivable damage to Defendants Stonegate LLC and its current agent that could arise from an injunction.

194. An injunction falls squarely within the public interest with regard to enforcing basic habitability standards and holding entities that accept federal funds accountable for their behavior to a highly vulnerable population.

195. Plaintiffs ask this Court to enter a preliminary and/or permanent injunction against Defendants Stonegate LLC and its agents, ordering them to immediately:

- a. Remedy the infestation problems (cockroaches, bed bugs, mice, and other rodents or pests) at the Property by retaining qualified, third-party pest-control professionals;
- b. Retain a professional, third-party plumber to inspect the Property's water lines, sewage system, and other sources of significant flooding, leaking, and/or moisture at the Property and, to the extent necessary, remediate substantial problems in that regard;
- c. Retain a third-party, professional commercial roofer to inspect the Property's roofs and, to the extent necessary, remediate substantial problems with those roofs, including the possibility of a wholesale replacement of roofs;
- d. Retain a third-party, professional contractor to inspect the structural integrity of the Property's buildings, including but not limited to all ceiling collapses and other sources of significant flooding, leaking, and/or moisture at the Property and, to the extent necessary, remediate substantial problems in that regard;
- e. Retain a professional, third-party mold inspector to promptly and thoroughly test the Property for potentially dangerous mold strains and/or concentrations and, in the event the inspector obtains positive tests for such strains and/or concentrations, retain a suitable, third-party professional to remediate such mold problems;
- f. Retain a professional, third-party fire inspector to consult with regard to all applicable building codes, smoke detector and alarm requirements, and fire-escape measures;
- g. Retain a third-party, professional HVAC specialist to test the Property's HVAC systems and clean them;
- h. Provide significantly enhanced security measures for the Property, such as a dedicated security guard or guards and functioning security cameras and monitoring thereof; and,
- i. Bring the Property into compliance vis-à-vis the Plaintiffs' lease agreements and all applicable building, property maintenance, fire, plumbing, mechanical, electrical, and habitability statutes and codes.

196. Plaintiffs Anga Crosby, and Shimailyn Brown respectfully request that any such injunctive relief “run with the land” be binding upon Defendants Stonegate LLC and its current agents, successors-in-interest and assignees.

197. Plaintiffs and the proposed class members have no other adequate remedy at law.

198. The Court also has authority to grant this relief pursuant to R.S.Mo. § 407.025. This statute also entitles Plaintiffs and the class to the recovery of their costs and reasonable attorney’s fees for obtaining this injunction.

199. Upon information and belief, Defendant Stonegate LLC’s conduct that contributed to cause these damages was willful, wanton, and/or in reckless disregard for the rights of Plaintiffs, and punitive and exemplary damages should be assessed against Defendant Stonegate LLC.

WHEREFORE, Plaintiffs Shimailyn Brown, Anga Crosby, and Jill Harris pray that the Court enter judgment in the form of a permanent injunction compelling Defendants Stonegate LLC and its current agent(s) to immediately comply with Paragraph 226, sections a - i of this Petition, for their reasonable costs and attorney’s fees, for an award of punitive damages against Stonegate LLC, and any such other and further relief as may be just and proper under the circumstances.

**COUNT II
NEGLIGENCE**

*Plaintiffs Charlesetta Lockett, Roosevelt Devoe Price III, Michele Williams, Jill Harris, Anga Crosby, J.L. Epps, Richarda Scott, and Ratasha Williams, individually and on behalf of the Habitability Damages Class, against **Defendants Stonegate LP and Eagle Point**;*

*Plaintiffs Charlesetta Lockett, Roosevelt Devoe Price III, Aaliyah Ross, Malik Weeks, Michele Williams, Jill Harris, Anga Crosby, and Ratasha Williams, individually and on behalf of Habitability Damages Class, against **Defendant Young Corporation**;*

*Plaintiffs Charlesetta Lockett, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, and Anga Crosby, individually and on behalf of Habitability Damages Class, against **Defendant Yarco Inc.**;*

*Plaintiffs Charlesetta Lockett, Breonna Mondaine, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, and Shimailyn Brown, individually and on behalf of Habitability Damages Class, against **Defendant Elite LLC**;*

*Plaintiffs Charlesetta Lockett, Breonna Mondaine, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, Shimailyn Brown, and Ratasha Williams, individually and on behalf of Habitability Damages Class, against **Defendant Stonegate LLC**; and*

*Plaintiffs Jill Harris, Anga Crosby, and Shimailyn Brown, individually and on behalf of Habitability Damages Class, against **Defendant Prime Midwest**.*

219. Plaintiffs incorporate herein all preceding paragraphs and further state:

220. Defendants each had duties to Stonegate residents to maintain the property in a habitable manner.

221. Defendants breached that duty by failing to maintain the property in a habitable manner and by renting uninhabitable apartments to Plaintiffs and the absent Habitability Damages Class members.

222. Each Defendant's failure to adequately fund and/or manage the Stonegate property directly proximately caused the apartments at Stonegate to become uninhabitable.

223. Plaintiffs and the Habitability Damages Class members have been substantially damaged as a result of each Defendant's negligence.

224. Upon information and belief, Defendant Stonegate LLC's conduct that contributed to cause these damages was willful, wanton, and/or in reckless disregard for the rights of Plaintiffs, and punitive and exemplary damages should be assessed against Defendant Stonegate LLC.

WHEREFORE, Plaintiffs pray that the Court enter judgment in favor of Plaintiffs and the putative Class and against each Defendant for its respective negligence in failing to provide habitable housing for costs, expenses, fees, pre-judgment interest, for an award of punitive damages against Stonegate LLC, and any other relief that the Court finds reasonable and just.

COUNT III
VIOLATIONS OF THE MISSOURI MERCHANDISING PRACTICES ACT

*Plaintiffs Charlesetta Lockett, Roosevelt Devoe Price III, Michele Williams, Jill Harris, Anga Crosby, J.L. Epps, Richarda Scott, and Ratasha Williams, individually and on behalf of the Habitability Damages Class, against **Defendants Stonegate LP and Eagle Point**;*

*Plaintiffs, Charlesetta Lockett, Roosevelt Devoe Price III, Aaliyah Ross, Malik Weeks, Michele Williams, Jill Harris, Anga Crosby, and Ratasha Williams, individually and on behalf of Habitability Damages Class, against **Defendant Young Corporation**;*

*Plaintiffs Charlesetta Lockett, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, and Anga Crosby, individually and on behalf of Habitability Damages Class, against **Defendant Yarco Inc.**;*

*Plaintiffs Charlesetta Lockett, Breonna Mondaine, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, and Shimalyn Brown, individually and on behalf of Habitability Damages Class, against **Defendant Elite LLC**;*

Plaintiffs Charlesetta Lockett, Breonna Mondaine, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, Shimalyn Brown, and Ratasha

*Williams, individually and on behalf of Habitability Damages Class, against **Defendant Stonegate LLC**; and*

*Plaintiffs Jill Harris, Anga Crosby, and Shimailyn Brown, individually and on behalf of Habitability Damages Class, against **Defendant Prime Midwest**.*

225. Plaintiffs incorporate herein all preceding paragraphs and further state:

226. The Missouri Merchandising Practices Act, § 407.010 et seq. ("MMPA") prohibits unfair and deceptive acts and practices in the sale of goods and services in Missouri.

227. Specifically, the MMPA prohibits the use of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice, and the concealment, suppression, and/or omission of any material fact in connection with the sale and/or advertisement of merchandise in trade or commerce within Missouri.

228. Plaintiffs, the Class members, and Defendants are persons under the MMPA.

229. Defendants leased apartments to Plaintiffs and the Class members, thereby selling them "merchandise" under the MMPA, which expressly includes leasing and real estate.

230. Plaintiffs' and the Class members' rentals of their homes comprise a sale under the MMPA, and the rentals were primarily for family, personal, or household purposes.

231. These sales all occurred within Missouri.

232. Plaintiffs and the Class members acted as reasonable consumers would in all relevant regards and would not have moved into the property had they known of the conditions that would exist.

233. Missouri law recognizes the implied warranty of habitability in every residential lease and a reasonable consumer would expect a landlord's leased property to be fit for human occupation.

234. Each Defendant's respective acts, omissions, and misrepresentations to Plaintiffs and the Class members, are/were made in connection to the rental of Plaintiffs' and the Class members homes; constitute illegal conduct, generally unfair practices, and/or unconscionable practices under the MMPA; are against public policy and unconscionable; and would cause a reasonable person to avoid transactions that resulted in Plaintiffs' and the Class members' damages had the consumer been informed of them.

235. Each Defendant's respective violations of the R.S.Mo. § 407.020 include, but are not limited to:

- a. Engaging in an unfair and unconscionable practice as defined by §§ 15 CSR 60-8.020, 15 CSR 60-8.040, 15 CSR 60 8.070, 15 CSR 60-8.080, and 15 CSR 60-8.090 by 1. renting property in violation of Kansas City Code 56- 34(a)(1) and 2. by failing to maintain the Property in a habitable manner; and
- b. Engaging in fraud, illegal conduct, and/or an unfair and/or unconscionable practice by misrepresenting and concealing material facts about the condition of the Property from Plaintiffs.

236. As a direct and proximate result of each Defendant's acts alleged above and violations of R.S.Mo. § 407.020, Plaintiffs and the Class members suffered an ascertainable loss of money and/or property including, but not limited to, that they:

- a. Paid rent and security deposits for homes that were uninhabitable;
- b. Entered into contracts they would not have signed, and moved into homes that they would not have occupied, had they known of Defendants' misleading and unlawful conduct;
- c. Were forced to reside in housing at risk to their health and welfare, as well as that of their family and guests;
- d. Had to make out-of-pocket purchases to fix issues that were Defendants' responsibility under Missouri law;
- e. Had to pay for alternative housing because of the conditions in their homes;
- f. Lost personal property due to the conditions in their homes; and
- g. Experienced a decline in the value of their rental property, among other losses.

237. Plaintiffs and the Class members have sustained damages that can be calculated to a reasonable degree of certainty using sufficiently definitive and objective evidence, including the fair market value of their homes compared to the rent they have paid.

238. Plaintiffs and the Class members are entitled to the recovery of their actual damages.

239. Plaintiffs and the Class members are also entitled to a recovery of their costs and reasonable attorney's fees.

240. Upon information and belief, Defendant Stonegate LLC's conduct that contributed to cause these damages was willful, wanton, and/or in reckless disregard for the rights of Plaintiffs, and punitive and exemplary damages should be assessed against Defendant Stonegate LLC.

WHEREFORE, Plaintiffs, individually and on behalf of the proposed class, incorporate Count I and pray for injunctive relief, as well as pray for judgment against their respective Defendants in such amounts as permitted by law and to be determined at trial, for their actual damages, pre- and post-judgment interest at the greatest rate allowed by statute, for their reasonable costs and attorney's fees, for an award of punitive damages against Stonegate LLC, and for such other and further relief as may be just and proper under the circumstances.

COUNT IV
VIOLATIONS OF THE MISSOURI MERCHANDISING PRACTICES ACT

*Plaintiffs Charlesetta Lockett, Roosevelt Devoe Price III, Michele Williams, Jill Harris, Anga Crosby, J.L. Epps, Richarda Scott, and Ratasha Williams, individually and on behalf of the Overcharge Damages Sub Class, against **Defendants Stonegate LP and Eagle Point**;*

*Plaintiffs Charlesetta Lockett, Roosevelt Devoe Price III, Aaliyah Ross, Malik Weeks, Michele Williams, Jill Harris, Anga Crosby, and Ratasha Williams, individually and on behalf of Overcharge Damages Sub Class, against **Defendant Young Corporation**;*

*Plaintiffs Charlesetta Lockett, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, and Anga Crosby, individually and on behalf of Overcharge Damages Sub Class, against **Defendant Yarco Inc.**;*

*Plaintiffs Charlesetta Lockett, Breonna Mondaine, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, and Shimailyn Brown, individually and on behalf of Overcharge Damages Sub Class, against **Defendant Elite LLC**;*

*Plaintiffs Charlesetta Lockett, Breonna Mondaine, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, Shimailyn Brown, and Ratasha Williams, individually and on behalf of Overcharge Damages Sub Class, against **Defendant Stonegate LLC**; and*

*Plaintiffs Jill Harris, Anga Crosby, and Shimailyn Brown, individually and on behalf of Habitability Damages Class, against **Defendant Prime Midwest**.*

241. Plaintiffs incorporate herein all preceding paragraphs and further state:

242. The Missouri Merchandising Practices Act, § 407.010 et seq. ("MMPA") prohibits unfair and deceptive acts and practices in the sale of goods and services in Missouri.

243. Specifically, the MMPA prohibits the use of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice, and the concealment, suppression, and/or omission of any material fact in connection with the sale and/or advertisement of merchandise in trade or commerce within Missouri.

244. Plaintiffs, the Class members, and Defendants are persons under the MMPA.

245. Defendants leased apartments to Plaintiffs and the Class members, thereby selling them "merchandise" under the MMPA, which expressly includes leasing and real estate.

246. Plaintiffs' and the Class members' rentals of their homes comprise a sale under the MMPA, and the rentals were primarily for family, personal, or household purposes.

247. These sales all occurred within Missouri.

248. Plaintiffs and the Class members acted as reasonable consumers would in all relevant regards.

249. Missouri law recognizes the implied warranty of habitability in every residential lease. Moreover, a reasonable consumer would expect a landlord's leased property to be fit for human occupation. Yet, each Defendant failed to deliver the premises to their respective Plaintiffs, or maintain it, in compliance with local law.

250. Each Defendant's respective acts, omissions, and misrepresentations to their respective Plaintiffs and the Class members as alleged above, are and were made in connection to the rental of homes; constitute illegal conduct, generally unfair practices, and/or unconscionable practices under the MMPA; are against public policy and unconscionable; and would cause a reasonable person to avoid transactions that resulted in damages had the consumer been informed of them.

251. Each Defendant's respective violations of the R.S.Mo. § 407.020 include, but are not limited to:

- a. Representing to the respective Plaintiffs in lease agreements that Defendant(s) would comply with building and housing codes, charging tenants for such services as part of the Plaintiff's rental payments, and then failing to actually render the promised services;
- b. Representing to the respective Plaintiffs in lease agreements that the common areas would be maintained, charging Plaintiffs for such services, and then failing to actually render the promised services;
- c. Representing to the respective Plaintiffs in lease agreements that the electrical, plumbing, sanitary, heating, ventilating, air conditioning equipment, and appliances would be maintained in good and safe working order, charging Plaintiffs for such services as part of Plaintiffs' rental payments, and then failing to actually render the promised services; and
- d. Representing to the respective Plaintiffs in lease agreements the grounds for use by all residents, receptacles and conveniences for the removal of trash and other waste, and arrange for the removal of such waste would be maintained to habitable standards, charging Plaintiffs for such services as part of Plaintiffs' rental payments, and then failing to actually render the promised services.

252. As a direct and proximate result of each Defendant's respective acts alleged above and violations of R.S.Mo. § 407.020, Plaintiffs and the Class members suffered an ascertainable loss of money and/or property including, but not limited to, that they:

- a. Paid rent and security deposits for maintenance services that Defendants promised but never provided; and
- b. Entered into contracts they would not have signed, and moved into homes that they would not have occupied, had they known of Defendant's misleading and unlawful conduct.

253. Plaintiffs and the Class members have sustained damages that can be calculated to a reasonable degree of certainty using sufficiently definitive and objective evidence, including the difference between the fair market rental value of an apartment absent maintenance services and the rents actually paid by tenants.

254. Plaintiffs and the Class members are entitled to the recovery of their actual damages.

255. Plaintiffs and the Class members are also entitled to a recovery of their costs and reasonable attorney's fees.

256. Upon information and belief, Defendant Stonegate LLC's conduct that contributed to cause these damages was willful, wanton, and/or in reckless disregard for the rights of Plaintiffs, and punitive and exemplary damages should be assessed against Defendant Stonegate LLC.

WHEREFORE, Plaintiffs, individually and on behalf of the proposed class, pray for judgment against each Defendant for their respective violations in such amounts as permitted by law and to be determined at trial, for their actual damages, pre- and post-judgment interest at the greatest rate allowed by statute, for their reasonable costs and attorney's fees, for an award of punitive damages against Stonegate LLC, and for such other and further relief as may be just and proper under the circumstances.

COUNT V
VIOLATIONS OF THE WARRANTY OF HABITABILITY

*Plaintiffs Charlesetta Lockett, Roosevelt Devoe Price III, Michele Williams, Jill Harris, Anga Crosby, J.L. Epps, Richarda Scott, and Ratasha Williams, individually and on behalf of the Habitability Damages Class, against **Defendants Stonegate LP and Eagle Point**;*

*Plaintiffs Charlesetta Lockett, Roosevelt Devoe Price III, Aaliyah Ross, Malik Weeks, Michele Williams, Jill Harris, Anga Crosby, and Ratasha Williams, individually and on behalf of the Habitability Damages Class, against **Defendant Young Corporation**;*

*Plaintiffs Charlesetta Lockett, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, and Anga Crosby, individually and on behalf of the Habitability Damages Class, against **Defendant Yarco Inc.**;*

*Plaintiffs Charlesetta Lockett, Breonna Mondaine, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, and Shimailyn Brown, individually and on behalf of the Habitability Damages Class, against **Defendant Elite LLC**;*

*Plaintiffs Charlesetta Lockett, Breonna Mondaine, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, Anga Crosby, Shimailyn Brown, and Ratasha Williams, individually and on behalf of the Habitability Damages Class, against **Defendant Stonegate LLC**; and*

*Plaintiffs Jill Harris, Anga Crosby, and Shimailyn Brown, individually and on behalf of Habitability Damages Class, against **Defendant Prime Midwest**.*

257. Plaintiffs incorporate herein all preceding paragraphs and further state:

258. Plaintiffs' and the Class members leases contain an implied warranty of habitability that require Defendants to maintain the premises in a safe, sanitary, and habitable condition, and in compliance with state and local laws.

259. Missouri law recognizes the implied warranty of habitability in every single residential lease.

260. The implied warranty that the premises shall be delivered and maintained in a safe, sanitary, and habitable condition was a crucial element of the consideration for the rental agreement between Plaintiffs and the respective Defendants.

261. Yet, each Defendant failed to deliver the premises to the respective Plaintiffs and the Class members, or maintain it, in compliance with local law.

262. Each Defendant breached their respective duty to deliver and maintain the premises to their respective Plaintiffs and the Class members in a safe, sanitary, and habitable condition as follows:

- a. Plaintiffs, the Class members, the City of Kansas City, local housing authorities, federal officials, and the news media all notified each respective Defendant of the unsafe, unsanitary, or otherwise uninhabitable conditions of their homes;
- b. Moreover, each Defendant knew about the widespread uninhabitable condition of the property because that condition was the natural consequence of its centralized practice of neglecting the property;
- c. Each Defendant failed to complete the necessary repairs in a reasonable time.

263. As a direct and proximate result of each Defendant's respective breaches, Plaintiffs and the Class members have faced living conditions that materially affected their life, health, and safety, substantially compromised their use of the Property, and have ultimately rendered their homes uninhabitable.

264. The conditions on the premises that have materially affected the life, health, and safety of Plaintiffs and the Class members include, but are not limited to, the following:

- a. Infestations of mice, cockroaches, bed bugs, and other vermin and pests;
- b. Mold or mildew; water intrusion, leaks, flooding, standing water, and water damage;
- c. Dangerous structural damage and collapsed ceilings;
- d. Dangerously exposed electrical wiring;

- e. Dangerously exposed broken glass, nails, plywood, trash, and other debris;
- f. Inadequate plumbing systems; broken plumbing; unsafe or inoperable sinks, showers, bathtubs, and toilets;
- g. Inadequate HVAC systems, heat, and air conditioning;
- h. Inadequate, unsafe, outdated, and missing appliances;
- i. Missing or faulty smoke detectors; fire alarms, and fire exits;
- j. Ineffective maintenance and inadequate or dangerous repairs;
- k. Broken doors, windows, and locks;
- l. Unsecured buildings and units;
- m. Unauthorized persons accessing and living on the premises; and
- n. Inadequate security and resultant violence.

265. The uninhabitable conditions of Plaintiffs' and the Class members homes and the Property constitute a breach of Plaintiffs' and the Class members' rental lease contracts with the respective Defendants.

266. Plaintiffs and the Class members have sustained damages that can be calculated to a reasonable degree of certainty using sufficiently definitive and objective evidence, including the difference between the fair market rental value of the apartments presenting uninhabitable condition and the amount of rent actually paid.

267. Upon information and belief, Defendant Stonegate LLC's conduct that contributed to cause these damages was willful, wanton, and/or in reckless disregard for the rights of Plaintiffs, and punitive and exemplary damages should be assessed against Defendant Stonegate LLC.

WHEREFORE, Plaintiffs, individually and on behalf of the proposed class, pray for judgment against the respective Defendants in such amounts as permitted by law and to be determined at trial, for their actual damages, pre- and post-judgment interest at the greatest rate allowed by statute, for their reasonable costs and attorney's fees, for an award of punitive damages, and for such other and further relief as may be just and proper under the circumstances.

COUNT VI
FAILURE TO RETURN SECURITY DEPOSIT

*Plaintiff Ratasha Williams, individually and on behalf of the Security Deposit Sub Class, against **Defendant Young Corporation**;*

*Plaintiffs, Charlesetta Lockett, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, and Malik Weeks, individually and on behalf of the Security Deposit Sub Class, against **Defendant Elite LLC**;*

*Plaintiffs Charlesetta Lockett, Roosevelt Devoe Price III, Michele Williams, Aaliyah Ross, Malik Weeks, Jill Harris, and Ratasha Williams, individually and on behalf of the Security Deposit Sub Class, against **Defendant Stonegate LLC**; and*

*Plaintiffs Jill Harris, and Anga Crosby, individually and on behalf of Habitability Damages Class, against **Defendant Prime Midwest**.*

268. Plaintiffs incorporate herein all preceding paragraphs and further state:

269. Each Defendant violated R.S.Mo. § 535.300 by:

- a. Failing to provide the respective Plaintiffs and the Class members, or their representatives, reasonable notice in writing at their last known address, or in person, of the date and time when the landlord will inspect the dwelling unit following the termination of the rental agreement;
- b. Failing to allow tenants the right to be present at the inspection at the time and date scheduled by the landlord;

- c. Failing to send the respective Plaintiffs an itemized list of the damages for which the security deposit, or any portion thereof, is withheld, along with any remaining balance to Plaintiffs' last known address; and
- d. Withholding Plaintiffs' and the Class members security deposits.

270. Upon information and belief, Defendant Stonegate LLC's conduct that contributed to cause these damages was willful, wanton, and/or in reckless disregard for the rights of Plaintiffs, and punitive and exemplary damages should be assessed against Defendant Stonegate LLC.

WHEREFORE Plaintiffs prays for judgment and for statutory damages in the amount of twice the deposit Plaintiffs paid pursuant to R.S.Mo. § 535.300.6 against their respective Defendants.

COUNT VII
BREACH OF CONTRACT - INTENDED THIRD PARTY BENEFICIARY

Plaintiffs Charlesetta Lockett, Agna Crosby, Roosevelt Devoe Price III, and Michele Williams, individually and on behalf of the Third-Party Beneficiary Sub-Class, against Defendants Stonegate LP, Eagle Point, Young Corporation, Yarco Inc., Elite LLC, and Stonegate LLC;

Plaintiff Breonna Mondaine, individually and on behalf of the Third-Party Beneficiary Sub-Class, against Defendants Elite LLC and Stonegate LLC.

271. Plaintiffs incorporate herein all preceding paragraphs and further state:

272. Plaintiffs and the Class members entered into lease agreements with certain Defendants.

273. HAKC likewise entered into contracts with certain Defendants whereby HAKC would submit monies to the certain Defendant in exchange for the Defendant's provision of a habitable apartment to the respective Plaintiff and/or Class member.

274. Each Defendant has materially breached its contractual obligations with HAKC by failing to provide habitable apartments as that is considered under the terms of the HAKC agreements.

275. Plaintiffs and the Class members are intended third-party beneficiaries to the respective HAKC agreements.

276. Plaintiffs and the Class members have sustained substantial damages as a result of the Defendant's respective breaches of the HAKC agreements.

277. Upon information and belief, Defendant Stonegate LLC's conduct that contributed to cause these damages was willful, wanton, and/or in reckless disregard for the rights of Plaintiffs, and punitive and exemplary damages should be assessed against Defendant Stonegate LLC.

WHEREFORE, Plaintiffs pray for judgment in their favor and against their respective Defendants for breach of the HAKC agreements.

Demand for Jury Trial

Plaintiffs, individually and on behalf of the proposed classes, hereby demand a trial by jury on all issues so triable.

Respectfully submitted,

/s/ Gina Chiala
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CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that the original of this filing was signed, and that on the 30th day of July, 2025, a copy of the above and the foregoing document was served on the following counsel of record via the court's electronic filing system:

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