

AN 2 3 2014

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION

Y. R. MOORE, CLERK
DISTRICT OF LOUISIANA
SHREVEPORT, LOUISIANA

BARBARA JACKSON
(Plaintiff)

CIVIL ACTION NO. 5:13-cv-02247

VERSUS

JUDGE: S Maurice Hicks

PITTRE WALKER, HERMAN WASHINGTON,
DENNIS EVERETT, SR., DERRICK THOMAS,
LAKE COMMUNITY DEVELOPMENT CORPORATION,
SHREVEPORT HOUSING AUTHORITY,
(Defendants)

MAGISTRATE JUDGE: Mark L Hornsby

**MOTION FOR LEAVE TO FILE SUPPLEMENTAL COMPLAINT
WITH MEMORANDUM IN SUPPORT**

Pursuant to Rule 15(d) of Federal Rules of Civil Procedure, Plaintiff Barbara Jackson respectfully moves for leave to file her Supplemental Complaint. Jackson seeks to add four Defendants, and supplement her existing claims with factual allegations relating to evidence and occurrences after the original defendants were served. Attached to this motion for leave with supporting memorandum, is Jackson's proposed Supplemental Complaint and proposed Order.

MEMORANDUM IN SUPPORT

Procedural History

1. Barbara Jackson, in proper person, filed a civil action on July 8, 2013, and amended Complaint on October 4, 2013. Both complaints were served on defendants Thomas, Everett, Washington, Walker, and nonprofit, Lake Community Development Corporation ("LCDC") (collectively, "LCDC defendants"). Defendant Shreveport Housing Authority was also served.

2. On November 18, 2013, Lawyer Robert Piper enrolled as counsel for the 5 LCDC defendants. Mr. Piper requested, and was granted an extension until December 20, 2013 to file responsive pleadings. As of January 23, 2014, Mr. Piper only has filed a "Corporate Disclosure Statement." [docket entry #11].

3. On December 23, a notice of "Deficient Document" was sent to Lawyer Brian Homza for the LCDC defendants [docket entry #24]. Mr. Homza was required to correct deficiencies within 10 days, or the pleadings would be stricken from the record. Mr. Homza made no corrections, and the deadline has elapsed. Further, there is no signed order for Mr. Homza's enrollment as counsel in this civil action.

4. Lawyer Alexander Mijalis was granted enrollment on December 30, 2013, as counsel for Shreveport Housing Authority. Mr. Mijalis has answered on behalf of the Housing Authority.

5. As of this January 22, 2014 date of Jackson's filing this Motion for Leave to file her Supplemental Complaint, Mr. Homza still has not corrected the deficient document that he filed in this case. Therefore, according to court procedure, Jackson believes those pleadings will be stricken.

6. A "scheduling order" has not yet issued in this case.

Argument and Analysis

7. Jackson respectfully asks the Honorable Court for leave to file this Supplemental Complaint, pursuant to Rule 15(d) of the Federal Rules of Civil Procedure, which states:

Upon motion of a party the court may, upon reasonable notice and upon such terms as are just, permit the party to serve a supplemental pleading setting forth transactions or occurrences or events which have happened since the date of the pleading sought to be supplemented. Permission may be granted even though the original pleading is defective in its statement of a claim for relief or defense. If the court deems it advisable that the adverse party plead to the supplemental pleading, it shall so order, specifying the time therefor.

8. Also, Jackson requests, pursuant to Rule 19 of the Federal Rules of Civil Procedure, leave to add indispensable defendants, Department of Housing and Urban Development (HUD),

City of Shreveport, Office of Community Development, and Lake Bethlehem Baptist Church.

9. Plaintiff respectfully suggests that her Supplemental Complaint invites no prejudice on the defendants since, throughout prior pleadings –although uncertain of their roles, Jackson made distinct claims against defendants she now seeks to add. Also, this supplement comprises same legal and factual matters –with clarified averments and parties already raised in Jackson’s original and amended complaints. Moreover, Jackson respectfully asserts that her supplement is appropriate and necessary in this case.

10. Further, Jackson suggests that this supplement does not create an inconvenience to the parties, since 5 original defendants have not yet answered this lawsuit, and they missed two deadlines. One deadline was for their answer due by December 20, 2013. The second deadline was for correcting deficient document. Because of no correction, Jackson believes they’ve been stricken.

11. **On November 27, 2013 due to Shreveport City Attorney Terri Scott’s telephone call**, Jackson gained pivotal information that led to Jackson’s discovering material facts that formerly were incomprehensible and indeterminable defendants. Answers filed by Housing Authority, and LCDC’s corporate statement also gave Jackson insight. *(Ms. Scott said she telephoned Jackson because defendant Housing Authority should not have been served through the mayor’s office.)*

12. For more than 4 years, the LCDC defendants concealed defrauding Jackson. Despite *contra non valentem*, Jackson was hampered from stating claims for which relief

could be granted. For instance, Jackson knew the City of Shreveport unlawfully awarded \$400,000 in "HOME" block grant funds to dummy corporation, LCDC purportedly for aiding hurricane evacuees. Jackson thought the \$400k grant to LCDC was a one-time award. But Jackson now knows funds from the city to LCDC did not end in 2007. Jackson is adversely affected by the HOME award.

13. Jackson asked the city attorney who employs inspectors? Jackson was of the belief that inspectors worked for the Housing Authority, and that the Housing Authority was regulated by the city. But Scott informed Jackson inspectors are city employees. Also, Scott insinuated the Housing Authority operates separately from the city. Even so, Jackson is aware of information to the contrary. *(Defendant Pittre Walker has required Jackson to grant city inspections.)*

14. Within days after Scott's phone call, Scott's additional step of mailing Jackson a regular and certified letter absent the postal certified number, raised flags –along with the fact that previously city personnel confirmed legal process for the Housing Authority is served through the mayor's office. City councilman Sam Jenkins and lawyer Piper also sued the Housing Authority on clients' behalf, and served the Housing Authority through the city. Scott's behavior prompted Jackson to explore the city's economic development department, and HUD programs.

15. Related to the above, paragraph 7 in Jackson's Amended Complaint [docket entry #6], alleged that Walker left Jackson a November 2012 voice message, informing Jackson city inspectors would be inspecting Jackson's residence. Various allegations in Jackson's complaints sufficiently put the city on notice that the city should be named in this lawsuit –which Scott confirmed she read. *(Defendant Walker is the person who conducts nonprofit LCDC's business with the city. Walker also is the person who issued directives to Jackson regarding Jackson's tenancy in the evacuee house.)*

16. Also, Jackson's Complaints contain allegations about HUD funds, and allegations about Jackson being reprovved by defendant Rev. Everett regarding some HUD rule Jackson knew nothing about. Thus, **Jackson probably was the only party who was unaware** that the city, HUD, LBBC, and the Office of Community Development are **necessary defendants** in this action.

17. Office of Community Development (OCD) is the Louisiana State agency responsible for certifying "Community Housing Development Organizations" (CHDOs); and administering federal block grants through local governments. **OCD is an indispensable defendant.** HOME block grants derive from the "Home Investment Partnerships" HOME Program, created by the Cranston-Gonzalez National Affordable Housing Act (NAHA) -42 U.S.C. § 12701 et seq. Before HOME funds can be awarded to a nonprofit organization, the nonprofit must become **certified** as a CHDO; and annual **re-certification** is required. Definition of a CHDO is at 24 CFR Part 92.2. Defendant Lake Community Development Corporation (LCDC) was never qualified for CHDO certification. It was absolutely unlawful for LCDC to be awarded the \$400k "HOME" grant to build the houses where Jackson was lured to her detriment.

18. LCDC is the alter ego of Lake Bethlehem Baptist Church (LBBC), an indispensable defendant. LCDC's "corporate disclosure" [docket entry #11] attests both organizations are one. Still, contrary to the LCDC disclosure, a nonprofit has no owner; neither has it shareholders. After Everett was installed as pastor of 150-year old LBBC, Everett obtained a different charter and made himself the president. Everett has identity-of-interest with Walker. LCDC correspondences and rental leases for Jackson were all signed with Everett identifying himself as president of LCDC. Yet, the Louisiana Secretary of State does not, and has not ever had record of either Walker nor Everett as members or officers of LCDC. Additionally, for the

\$400k "HOME" block grant given to dummy nonprofit LCDC, Walker and Everett filed the IRS 1099 tax return.

19. From the time frame of defendant Walker's November 2012 scheduling city inspectors for Jackson's dwelling, back to the fraudulent October 2008 rental lease that Walker created and coerced Jackson to sign, LCDC defendants have been discriminating against, and deceitfully injuring Jackson. [see Walker's lease attached to Amended Complaint - docket entry #6] Since being contacted by Ms. Scott, it has taken Jackson up to this time to research facts and laws for preparing this Supplemental Complaint.

20. Jackson was able to speak to Housing Authority, Attorney Mr. Mijalis who had no objection to this supplement. Attorney, Mr. Piper was not available to ask whether he objected.

21. FOR THE FOREGOING REASONS, plaintiff, Jackson respectfully asks this Honorable Court to grant her leave to supplement her Complaint in this action.

Dated: January 23, 2014

Respectfully submitted

Barbara Jackson

Shreveport, LA

I certify that a copy of the foregoing Motion For Leave To File Supplemental Complaint with Supporting Memorandum, and proposed order was served this 23rd day of January, 2014 by first class mail, postage prepaid, on counsel for defendants.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION

BARBARA JACKSON
(Plaintiff)

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VERSUS

JUDGE: S Maurice Hicks

PITTRE WALKER, HERMAN WASHINGTON,
DENNIS EVERETT, SR., DERRICK THOMAS,
LAKE COMMUNITY DEVELOPMENT CORPORATION,
SHREVEPORT HOUSING AUTHORITY,
(Defendants)

MAGISTRATE JUDGE: Mark L Hornsby

ORDER

Upon considering plaintiff, Barbara Jackson's motion to supplemental her Complaint, it is:

HEREBY ORDERED that Plaintiff's motion is GRANTED.

IT IS FURTHER ORDERED that Defendants have 30 days to file responsive pleadings to the
Supplemental Complaint.

SO ORDERED.

Date: _____

District Judge

*January 23, 2014
ATTACHED
SUPPLEMENTAL
Rule 15(d)
COMPLAINT

*(due to Obstruction Under Color of
Official of Official Right, this January
23, 2014 supplement was disallowed)*

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
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(Plaintiff)

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JUDGE: S Maurice Hicks

PITTRE WALKER, HERMAN WASHINGTON,
DENNIS EVERETT, SR., DERRICK THOMAS,
LAKE COMMUNITY DEVELOPMENT CORPORATION,
SHREVEPORT HOUSING AUTHORITY, DEPARTMENT
of HOUSING and URBAN DEVELOPMENT, CITY of
SHREVEPORT, LAKE BETHLEHEM BAPTIST CHURCH,
OFFICE of COMMUNITY DEVELOPMENT
(Defendants)

MAGISTRATE JUDGE: Mark L Hornsby

SUPPLEMENTAL COMPLAINT

COMES NOW the Plaintiff, Barbara Jackson, and pursuant to Rule 15(d) of Federal Rules of Civil Procedure, respectfully submit this Supplemental Complaint, and would state as follows:

BACKGROUND

1. Enticed with a rental agreement introduced to her by defendant Rev. Everett, Jackson consented to residing in a house Jackson believed Lake Bethlehem Baptist Church (LBBC) owned. Everett told Jackson the houses were built for hurricane evacuees. In September 2008, Jackson moved in the Mattie Street dwelling after she was led to believe LBBC church employment was her means for paying her \$600 monthly rent.

2. The verbal rental agreement that Everett presented to Jackson was false, and unbeknownst to Jackson, never implemented. From the moment Jackson moved in –for more than 4 years, affinity fraud, religious subjugation, and subsequently having no place else to live, became central methods for manipulating Jackson’s fair housing and civil rights.

3. At the origin of Jackson's tenancy, in violation of the Fair Housing Act—42 U.S.C. § 3601, et seq., Jackson was treated differently from similarly-situated LBBC renters at the Mattie evacuee houses. (1) Jackson did not receive processing that ordinarily occurs at inception of a rental contract. (2) Jackson has never been certain of the identity of the Mattie houses owner, nor identity of the landlord—in light of Jackson's paying rent to various parties. (3) Jackson has never known to whom Jackson was required to answer—and more importantly, Jackson never knew beforehand what information whomever the person designated would seek from Jackson. Jackson's erroneous beliefs that the houses were owned by the church, and that the church had a governing board, positioned Jackson for not being prepared for residency managed under "identity-of-interest" (also prohibited by HUD "Project Owner's / Management Agent's Certification).

4. In light of gross and dangerous privacy invasions imposed on Jackson, had Jackson had known her Mattie residency entailed oppressive and invasive dictates, she would not moved to that house. (4) At the inception of Jackson's tenancy it was extremely necessary for Jackson to be furnished with information that was withheld. Moreover, information that was withheld from Jackson regarding Jackson, was utilized for defendants' personal and business purposes, to Jackson's detriment! Even more critical for Jackson, was the fact that accompanying certain federal funding, were provisions that could have helped Jackson and Jackson's business toward self-sufficiency.

5. The above-described unfair housing disparities to which Jackson was subjected, are in addition to unfair housing allegations described in Jackson's original and amended complaints.

6. In the Fall of 2012, Jackson discovered a Department of Housing and Urban Development (HUD) article on the Internet, that showed in 2007 Lake Community Development Corporation (LCDC) received \$560, 000 for Mattie Street "rent-to-own" houses for Hurricanes Katrina and Rita evacuees. Of that amount, the City of Shreveport awarded to LCDC \$400,000 in

HUD “HOME” funds. However, LCDC should have never been able to build any houses with federal funds.

7. Among other things, LCDC is the alter ego of Lake Bethlehem Baptist Church. The registered address for LCDC as well as its incorporators is the same as LBBC. From the time that LCDC became incorporated, defendants Derrick Thomas and Herman Washington are the only LCDC officers (*the other member is deceased*). Yet, Everett, the uncle of defendant Pittre Walker, conduct LCDC business matters. Everett and Walker, instead of Thomas and Washington filed IRS tax return for LCDC. All are members or former members of LBBC. Hereafter, throughout this pleading, Walker, Thomas, Everett, and Washington will be collectively referred to as “**the LCDC defendants.**”

8. Because the LCDC defendants concealed their actions, Jackson had difficulty comprehending how her life and her business became so much worse off, and damaged after she arrived at LBBC. Jackson also had trouble recognizing how damages she suffered were being accomplished; and what were the roles and identities of key people and parties responsible for injuring Jackson. Further, Jackson needs to identify potentials these people have for continuing to injure her.

9. **After service of Jackson’s lawsuit on the defendants, a November 27, 2013 telephone call from Shreveport City Attorney Terri Scott turned the tide for Jackson.** Jackson is now certain of additional defendants responsible for Jackson’s damages; and Jackson is certain that her factual allegations set forth in this Supplement Complaint, are not prescribed.

10. During the phone conversation, in response to Jackson’s questioning, Ms. Scott told Jackson that city inspectors are Shreveport employees, and that the Housing Authority is not employed by the city. Because of what Scott said, Jackson then recognized that city inspections assigned to Jackson’s dwelling were sent from the city’s “economic development department,” and not from the Housing Authority. As averred in paragraph 7 of Jackson’s Amended October 4, 2013

Complaint, defendant Walker left a November 2012 voice message telling Jackson the City of Shreveport inspectors were coming to Jackson's residence.

11. Jackson was prompted to recall that the Mattie houses were built with a "HOME" grant from the city. Jackson thought that the evacuee grant was a one-time award since there was no other hurricane. After talking to Scott, Jackson associated Walker's directives about city inspections to ongoing funding from the city. Jackson is the only evacuee residing in the Mattie houses.

12. Starting with the *bait and switch* fraud that caused Jackson to become a Mattie Street tenant, as well as the initial and ongoing Fair Housing violations to which Jackson was subjected, it is clear that Jackson was unknowingly lured the Mattie house for seamless purposes of being utilized for federal funds to which LCDC was never in the first place entitled because: (i) LCDC is a dummy corporation. (ii) LCDC was not qualified to be certified as a "CHDO"—defined at 24 CFR Part 92.2; therefore LCDC was ineligible to receive "HOME" funds under the Cranston-Gonzalez National Affordable Housing Act. (iii) LCDC never furnished hurricane evacuees with what LCDC pretended it would provide them.

13. For the above reasons, tolling of prescription —actually, *contra non valentem* is appropriate in this case, because the defendants' fraudulent concealment effectively prevented Jackson from availing herself of her causes of action. From the September 2008 date that Jackson was deceitfully lured to the Mattie dwelling, to the July 8, 2013 filing date of this civil action, justifies tolling the statute of limitations. Establishing the time table for toll is the November 2012 inspection date that Walker set up for Jackson's domicile. Jackson's suit was filed 7 months after that inspection date was scheduled. **Further, discovery will likely reveal that even up to this present date, LCDC is still unlawfully receiving HOME funds from the city of Shreveport.**

14. Additionally, being contacted by Ms. Scott triggered Jackson's ability to research information, and to link facts that had been indecipherable to Jackson. For instance, Jackson was able to correlate factors behind Everett's and Walker's **repeated cautioning and reproofing Jackson about HUD guidelines Jackson knew nothing about –and of which Jackson was never informed why or how Jackson is intertwined with HUD.**

15. Average citizens commonly hear in the news about housing voucher frauds –and such frauds were prolific with Hurricane Katrina funding. Thus, Jackson was and is still concerned, **and incensed** that, after Jackson became a Mattie tenant, somehow and in some manner, without Jackson applying to HUD, Jackson became connected to some federal housing program. Since LCDC defendants provide absolutely no material information to her, Jackson continually investigates to learn what possible HUD matter involves Jackson –which is how she discovered the Katrina Disaster program and the Housing Authority.

16. As such, certain answers to this lawsuit filed by the Housing Authority, indicated that Jackson needed to continue investigating HUD topics to which Everett and Walker could be referring. Jackson was finally pointed in the direction she needed to look, when the city attorney's office actions and statements triggered Jackson's focus on the city's "Office of Economic Development." From there, Jackson began understanding how the original defendants, and the defendants being added in this Supplement Complaint caused Jackson's damages –and why they are liable.

17. Further, allegations in this supplement show the expanse of the LCDC defendants' wrongdoings, and why **the LCDC defendants are not able to hide behind a corporate veil** – which must be pierced. Additionally, the allegations in this supplement show how the co-defendants being added to this case deliberately participated in, and enabled LCDC defendants' capacity to repeatedly cause Jackson (and Jackson's family) to suffer damages.

18. Accordingly, **this Supplement Complaint is necessary** because it helps achieve orderly and fair administration of justice for this civil action. When Jackson brought this action, she was only able to identify Housing Authority affiliated HUD funds relevant to Jackson's residency. While Jackson believes her damages include Katrina Disaster Housing Assistance Program (KDHAP), **Jackson now knows the main and ongoing HUD program** through which the defendants committed frauds, discriminated against and damaged Jackson personally and professionally.

THE PARTIES

19. Defendant Lake Bethlehem Baptist Church (LBBC) has its principal place of business at 2842 Martin Luther King Drive, Shreveport Louisiana. LBBC has no governing board, and is controlled solely by its president. Public records lists LBBC as owner of the subject Mattie Street Houses.

20. Defendant, Rev. Dennis R. Everett, Sr., is a resident of Shreveport, Louisiana. Everett is the LBBC president and pastor.

21. Defendant City of Shreveport, Louisiana is a political subdivision of the State of Louisiana, located in Caddo Parish. The mayor of the city is the head of the city's executive branch, and is responsible for appointing the city's "Economic Development" director.

22. Defendant Department of Housing and Urban Development (HUD) is an agency of the United States. Defendant HUD is an executive agency of the federal government,

23. Defendant Office of Community Development (OCD) an agency of the State of Louisiana and a politic and corporation, with its principal office located in the City of Baton Rouge, Louisiana.

24. Defendant, “Lake Community Development Corporation” (LCDC is registered as a “community development” corporation in the State of Louisiana. LCDC is the alter ego of LBBC.

25. Defendant, Pittre Walker, is a resident of Shreveport, Louisiana. Walker was primary person who issued directives to the Plaintiff regarding her Mattie Street tenancy.

26. Defendant, Derrick Thomas was at all times mentioned, a resident of Shreveport, Louisiana. Thomas is registered as vice-president of “Lake Community Development Corporation” (LCDC).

27. Defendant, Herman Washington is employed at Lake Bethlehem Baptist Church, and is registered as co-vice president of “Lake Community Development Corporation” (LCDC).

28. Defendant, Shreveport Housing Authority is located at 2500 Line Avenue, Shreveport, Louisiana. It also known as Housing Authority of Shreveport.

29. Plaintiff, Barbara Jackson is Shreveport resident who lives at the subject Mattie Street house.

FACTUAL BACKGROUND

30. The city of Shreveport is the local government, the “PJ” that allocates HOME “block grants.” In 2007, the city of Shreveport gave to Lake Community Development Corporation (LCDC), \$400, 000 in “HOME” funds for 4 “rent-to-own” houses for Hurricanes Katrina and Rita evacuees.

31. Participating jurisdictions (PJs) are means of accomplishing purposes of the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing Act (NAHA), as amended, 42 U.S.C. 12701 et seq. PJs are state and local governments that receive the

funds to operate the “HOME” funds program that was created by NAHA.

32. The Office of Community Development (OCD), located in Baton Rouge, is the Louisiana State agency responsible to administer community development Block Grants and disaster recovery funds from HUD. On the OCD website, nonprofit organizations can apply for certification as a “Community Housing Development Organization.”

33. Certain features in nonprofit organizations are similar to a “Community Housing Development Organization” (CHDOs), but not all non-profit organizations qualify for certification as a CHDO for purposes of National Affordable Housing. A “participating jurisdiction,” has authority to certify, and annually re-certify nonprofit organizations as CHDO.

34. The HOME Program definition of a CHDO is found at 24 CFR Part 92.2. Unambiguous standards for certifying CHDOs makes manifest the impossibility of certifying Lake Community Development Corporation as a CHDO. LCDC does not meet certification requirements –as stipulated at 24 CFR Part 92.2. In particular, **LCDC only is comprised of 2 officer/members that do not reside in the community** LCDC purports it serves.

35. Within meaning of NAHA, among other things a lawful CHDO “maintains accountability to low-income community residents by: Maintaining at least one-third of its governing board's membership for residents of low-income neighborhoods, other low-income community residents. A two-member nonprofit such as LCDC does not fit the definition of a CHDO.

FACTUAL ALLEGATIONS

36. The City of Shreveport (the city) unlawfully awarded and continues to unlawfully award Community Development Block Grant (“CDBG”) funds, pursuant to the Title II of the Cranston-Gonzalez National Affordable Housing Act, to Lake Community Development Corporation.

37. The city was required to truthfully certify that it (1) has or will “conduct an analysis to identify impediments to fair housing choice within the area”; (2) “take appropriate actions to overcome the effects of any impediments identified through that analysis”; and (3) “maintain records reflecting the analysis and actions in this regard.” 24 C.F.R. §§ 91.225(a)(1), 570.601(a)(2).

38. Before, during and since the City of Shreveport’s award of “HOME” to Lake Community Development Corporation (LCDC) and / or Lake Bethlehem Baptist Church (LBBC), the city did not comply with civil rights obligations for HUD housing and community development funds and in its failure to ensure compliance by either, LCDC and / or to LBBC, the city has: (1) made housing unavailable, in violation of 42 U.S.C. § 3604(a); (2) discriminated in the provision of services or facilities in connection therewith, in violation of 42 U.S.C. § 3604(b); (3) violated Title VI of the Civil Rights Act of 1964 and regulations promulgated by the U.S. Department of Housing and Urban Development (“HUD”) pursuant to Title VI; and (4) violated the Housing and Community Development Act of 1974, as amended, 42 U.S.C. § 5304.

39. The City of Shreveport failed in its obligation to Affirmatively Further Fair Housing (“AFFH”) as required by (42 USC §3608(e)(5), and other related federal statutes and regulations. The foregoing facts, prove that the city unlawful award to LCDC prevented Jackson’s fair housing rights.

40. The City of Shreveport, The Department of Housing and Urban Development, and the Office of Community Development (Baton Rouge), utterly failed to monitor and failed to rectify LCDC’s lack of compliance with the Fair Housing Act, the AFFH obligation and Section 109 of the

Housing and Community Development Act of 1974.

41. The City of Shreveport and the Office of Community Development (Baton Rouge) failed its responsibility to ensure that the certification, and re-certification of LCDC was lawful.

42. According to information and belief, neither the city of Shreveport, nor the Office of Community Development (Baton Rouge) verified LCDC's insurance as requisite for a CHDO.

43. The Office of Community Development (Baton Rouge) failed to disallow unqualified LCDC from receiving block grants and other HUD funds LCDC was not lawfully entitled.

44. The Office of Community Development (Baton Rouge), the City of Shreveport, and the Department of Housing and Urban Development failed to monitor, and failed to rectify LCDC's refusal to benefit people for whom federal funds were intended to assist.

45. Lake Community Development Corporation (LCDC) incorporated as a Louisiana nonprofit organization with three (3) people, one of whom is deceased. In the low-income community known as MLK or "Cooper Road," LCDC incorporated as a "affordable housing" organization.

46. Despite that it is a legal requirement for a "community development" organization, no LCDC member ever resided in the MLK community the incorporators purport to be "developing." Yet, all incorporator listed the Lake Bethlehem Baptist Church at 2842 Martin Luther King, Jr., Drive, for his personal address.

47. LCDC's incorporation as a community development corporation is not in compliance with LA Rev Stat § 33:130.752.

48. Because LCDC fails Louisiana definition of a community development corporation – LA Rev Stat § 33:130.752, it was never lawful for LCDC to become a nonprofit organization.

49. Overwhelming evidence shows LCDC consistently fraudulently abused its nonprofit status. Moreover, LCDC has utilized its nonprofit status in egregiously injuring and damaging Plaintiff Barbara Jackson, personally and professionally.

50. After becoming a nonprofit, LCDC is then able to apply for status as a “Community Housing Development Organization” (CHDO).

51. Upon available information and belief, both the City of Shreveport and the Office of Community Development (Baton Rouge) certified, and re-certified LCDC. No certifications of LCDC as a CHDO is unlawful because LCDC has never met the required qualifications for a CHDO, as defined at 24 CFR Part 92.2.

52. Entities responsible for certifying LCDC as a CHDO are responsible and liable for damages to Jackson and her business. Had it not been for the unlawful certification, and the unlawful re-certifications of LCDC, beginning with unlawful HOME fund award to LCDC, the pretend evacuee houses built on Mattie Street would not been built with HUD funds.

53. But for the illegal \$400k HOME award to LCDC, Jackson would not have been lured, to her detriment to the *make-believe-evacuee-houses*, which incidently, Jackson went to the MLK church with proposal for employment so she could help MLK people. Jackson was not seeking a place to rent. In fact, unbeknownst to Jackson, she went there proposing outreach in the MLK community that LCDC received funding to do, but didn't.

54. Because LCDC was unlawfully and continually certified as a CHDO, and LCDC was unlawfully awarded HUD funds, LCDC abused its authority, and repeatedly subjected Jackson to unfair housing violations in connection with furtherance of LCDC's fund fraud, by use of religion.

55. In violation of 42 U.S.C. § 3617, LCDC subjected Jackson to coercion, intimidation, threatening, interference, and other wrongs that impeded her ability to exercise and enjoyment her fair housing rights that are granted and protected.

56. In violation of 42 U.S.C. § 3617, the city of Shreveport, HUD, and the Office of Community Development participated with LCDC in subjecting Jackson to coercion, intimidation, threatening, interference, and other wrongs that impeded her ability to exercise and enjoyment her fair housing rights that are granted and protected.

57. Further, although it should have been evident to HUD, to the City of Shreveport, and to the Baton Rouge Office of Community Development, that none of the evacuees were even offered "rent-to-own opportunities", and evident that LCDC failed to do what LCDC it would do to aid evacuees, LCDC was honored with more HUD dollars.

58. No substantive oversight, nor remedial was action taken by HUD, nor by the various sources that furnished funds to LCDC, for ascertain any effort put forth by LCDC for enabling residents toward self-sufficiency –rather than utilize residents, unbeknownst to them, as sources for acquiring federal and state funds.

59. Not only were the residence unknowingly utilized for means of obtaining HUD and other funds – evidence proves that Walker took funds for Walker's youth programs (to unfairly and

unjustifiably gain for Walker and her allies social prominence), while the MLK community suffers from all sorts of social predicaments.

60. LCDC's becoming a CHDO unlawfully enabled LCDC to obtain incalculable amounts of federal and state funds. According to HUD's website: A CHDO is a private nonprofit, community-based service organization whose primary purpose is to provide and develop decent, affordable housing for the community it serves. Certified CHDOs receive certification from a PJ indicating that they meet certain HOME Program requirements and therefore are eligible for HOME funding.

61. From the above description, LCDC affairs were not supposed to comprise of "transitional housing for homeless girls" nor should the business of LCDC be "elderly wellness". Yet, an abundance of evidence shows that funds that were obtained **by** LCDC have been re-directed **to** different nonprofit businesses controlled by defendant Everett and his niece, Pittre Walker.

62. Prior to eligibility for receiving HUD "HOME" funds, certification as a Community Housing Development Organization (CHDO) is required. LCDC never met CHDO certification requirements because LCDC did not, and does not maintain at least one-third of its governing board's membership for residents of low-income Martin Luther King, Jr community LCDC purports it serves.

63. After the original certification of LCDC as a CHDO, re-certification was required annually. LCDC never met qualifications to be re-certified, because LCDC does not have the requisite governing board. LCDC originated with three officers, it now only has two. At no time did LCDC members reside in the community, nor did LCDC include any members of the community.

64. Further, as a condition of receiving HUD funding LCDC was required to guarantee compliance with objectives stipulated in 570.208(a)(4), creation of jobs, training, and economic

opportunities beneficial to disadvantaged and low-income persons.

65. LCDC has not implemented procedures to notify Section 3 residents about employment and training opportunities, nor has LCDC notified low-income businesses of Section 3 opportunities.

66. Moreover, the city of Shreveport had a responsibility, under 24 C.F.R. § 135.32(a) to implement methods for notifying Section 3 residents and businesses about contracting opportunities generated by Section 3 covered assistance. The city failed and neglected that responsibility toward Jackson, while the city awarded LCDC funds without requiring LCDC to demonstrate what LCDC put in place to enable its tenants to be self-supporting.

67. HUD, the city of Shreveport, the Office of Community Development (Baton Rouge), and LCDC each had an obligation to “affirmatively furthering fair housing” (AFFH), which each of them failed, and Jackson suffered damages.

68. As it pertains Shreveport, HUD has a demonstrated practice of constitutional and judicial encroachments, that demand full exposure and remedies.

69. Victims of discrimination should be recompensed for harm caused by unlawful and unconstitutional conduct that HUD facilitated.

70. Toward bettering the **out of hand fund award** situation, and toward improving housing accountability especially here in Shreveport, HUD should consent to and pay a stipend for the creation of a Community Advisory Board (which includes performance measuring methods). Such a Board should be composed predominantly of people and Shreveport organizations that actually aid impoverished and homeless citizens, demonstrated through evidence of fundraisers and

activism, and not *quid pro quo* acquaintances. Thus, the Advisory Board ought not be comprised of the usual federal and state grant recipients.

71. Further, because Jackson (and her family) is an aggrieved victim due to unlawful HUD funds awarded to LCDC, despite that LCDC was never qualified for certification as a CHDO, Jackson calls for defendants, city of Shreveport, HUD, and Office of Community Development (Baton Rouge) to be enjoined from awarding HUD funds to any nonprofit organization that does not **provide proof –including insurance, of meeting qualifications** to become certified as a CHDO.

The (LCDC) veil should be pierced and defendants held personally liable

The following facts demonstrate Lake Community Development Corporation is a sham:

72. In March 2005, Defendants Thomas and Washington, along with a now deceased person, registered “Lake Community Development Corporation” (LCDC) with the Louisiana Secretary of State, as a nonprofit “community development corporation.” All three incorporators provided 2842 Martin Luther King, Jr. Drive –the same address as Lake Bethlehem Baptist Church– as their address, despite that they do not reside at the church. Nor do the incorporators reside in the MLK community, as required for a community development organization. Thus, from its genesis, LCDC was not a legitimate community development corporation.

73. In contradiction of a legitimate community development corporation, LCDC has never held community meetings, nor allowed community residents to have any voice in how funding received by LCDC could be spent.

74. After LCDC received a total \$560k from the City of Shreveport, the United Way, and

Community Foundation for the Mattie evacuee houses, not one evacuee had rent-to-own opportunity. LCDC wound up with rental properties that apparently became money-making subsidy rentals.

75. Despite that the \$560, 000 was award given to LCDC, when all four houses were seized for unpaid 2009 taxes, public records exposed that the houses were owned by Lake Bethlehem Baptist Church, rather than LCDC. Also, the houses were repeatedly seized.

76. The glaring fact that the 4 Mattie Street houses built with funds awarded to LCDC, winding up owned by LBBC, is not a small matter. It is a big matter because, LBBC is a church, the is owned and controlled by one person. That one person is defendant Everett, the “president” of the church.

77. Despite the fact that the only incorporation members for LCDC registered with the Louisiana Secretary of State are defendants Thomas and Washington, when the IRS tax return for LCDC was filed, their names were not. Incredibly, the IRS tax return was filed with defendant Everett listed as the president, and Walker listed as the executor director of LCDC. Also, instead of showing the entire 560k amount, the tax return reported \$400k.

78. On page 5 of the Walker-Everett tax return for LCDC, it states LCDC’s mission is affordable housing to the disadvantaged. Such is the objective of a “community development” organization. Yet, plentiful evidence shows grants and funds awarded to LCDC become directed to business ventures beneficial to the Everett family.

79. Further, in violation of Section 3 of the Housing and Urban Development Act of 1968, people who complement, and who pose little threat (*innocently or purposefully*) to the Everett

enterprises, become rewarded with opportunities, job connections, and privileges. But others who ask questions, or resist religious oppression, or disagree with religious domination, receive reprisal.

80. For example, Jackson's inquiries and resistance to Walker's increasingly insulting and unfair dictates to Jackson and Jackson's daughter, impacted Jackson's residency and caused Jackson to be blacklisted from employment. And as it pertained Jackson's housing condition, Jackson was discriminated against, persecuted, and subjected to various humiliations –particularly when Walker and Thomas' wife disseminated distorted information about Jackson.

81. In paragraph 36 of Jackson's amended complaint, Jackson cites an occasion when Everett berated Jackson for **refusing to comply with an anonymous directive**. Such is what Jackson means about oppressive and insulting dictates she was sometimes given. Jackson was not allowed to defy stupid instructions. Even Walker's November 2012 command to grant a city inspector that following Saturday –despite that Jackson believed the city did not work on Saturday, and despite inspector arrested who previously came to Jackson's house– none of Jackson's thinking processes mattered. Jackson was penalized for not cooperating with confusing and / or illogical instructions. Jackson now knows, the bottom line of the oppressive and unfair housing dictates that happened, was for the despicable fact that –from the outset Jackson was being used for purposes of illegal funds obtained, mainly through the city of Shreveport.

82. On November 21, 2013 Lawyer Robert Piper filed a "Corporate Disclosure Statement," in which Mr. Piper stated: "100 % of the stock of Lake Community Development Corporation (LCDC) is owned by Lake Bethlehem Baptist Church (LBBC). However, Mr. Piper erred regarding LCDC being "owned," since nonprofit organizations have neither shareholders nor owners, neither can a nonprofit be sold. LBBC and LCDC are both registered as nonprofit organizations.

83. Further. Enclosed with the LCDC corporate disclosure filed by Mr. Piper, was his cover letter to Jackson, displaying: “cc: Rev. Dennis Everett, Sr.” Considering Mr. Piper’s cover letter, it appears his legal fees for defendant LCDC are paid by defendant Rev. Everett. And – although Mr. Piper is mistaken about LCDC being “owned,” it does appear that Mr. Piper is confirming **LCDC \ LBBC unity of interest and ownership**. It remains to be proven at discovery, but likely one insurance policy exists for both entities –which would not be lawful for LCDC because it receives HOME block grants. LCDC is required to have its own insurance.

84. Accordingly, it is not difficult to arrive at a conclusion that LCDC is regulated by, and exists for the personal purposes of Walker and Everett. And it remains to be tested what other funds and grants have been requested and received by the other LCDC defendants. Also, regarding the Mattie houses, defendant Thomas never communicated with Jackson, nor did any of the evacuee tenants know who he was. As for Washington, he was the foremost person who received rent payment. (*Jackson initially gave her rent to Everett.*) But, there were times when Washington instructed Jackson to make her rent payment to various people.

85. Also, if Jackson had not looked at the Secretary of State database, she would not have known who is involved in LCDC. And if she had not found the Internet article about the HOME grant to LCDC, Jackson would not have known what she knows about the Mattie houses. Jackson was an active church member for nearly 5 years, and no one whom she knew or heard of, nor spoke of LCDC. Further, Jackson resides in the MLK community where LCDC pretends to serve, and neither have people heard of a LCDC meeting or LCDC itself.

86. All of the above shows that the affairs of Lake Community Development Corporation is conducted by Everett and his niece, and the real incorporators are non-functioning officers.

87. In light of overwhelming evidence demonstrating that individuals utilize LCDC for deceptive and unlawful acquisition of funds and grants, Jackson respectfully suggests the appropriate and clear determination is for the defendants to be held personally liable for their actions. Specifically, Jackson respectfully maintains that the facts show the corporate veil for LCDC should be pierced.

88. LCDC's dangerous, predatory ability to lurk in the background, and only surface when illegitimate funding and grants are to gained, needs to be halted. Further, notwithstanding what LCDC has inflicted on Jackson, the picture being painted to the public for nonexistent LCDC is astonishing different and sinister! For various nonprofit businesses operated from LBBC, little or nothing is known about those businesses –except when the congregation is duped into assisting Everett ventures. As someone who, under belief of employment, was utilized for questionable ventures, Jackson is fully aware of how it works. And Jackson knows the adverse consequences of discussing and asking questions about improprieties.

89. The fact that LCDC is LBBC, and that LBBC is Everett, is further reason why the LCDC corporate veil needs to be pierced, and LCDC needs halting. Everett tells audiences and congregations about the good that he and Walker do for people –**not funds awarded to LCDC does for people.**

90. For example, LCDC –not Everett, is the nonprofit organization represented, or rather misrepresented on the Internet under “residential care.” LCDC is represented as having approximately 15 employees, and an estimated annual revenue of \$880,000. There are also various places, on the Internet where, LCDC is represented as a business involving “transitional housing for homeless girls.” Such descriptions provided for LCDC are actually the nonprofit businesses controlled by Pittre Walker. Those are not LCDC's purpose of “affordable housing.” Further driving home the point, around the 2009 Louisiana Regular Session, an amount of \$32, 280 was

awarded to LCDC for “elderly wellness.” Riddle that!

91. Jackson complained of Section 3 of the Housing and Urban Development Act of 1968 deprivations because HUD grants recipients are required, to the greatest extent feasible, to provide employment opportunities to low and very low-income persons. Rumors abound that Everett has employees and “connections.” However, Jackson has been unable to discover the grants that require Section 3 compliance. Even so, Jackson sees Everett family members in job positions; and often people who accommodate Everett business interests receive economic opportunities, ahead of people who were in need.

92. Obviously, funding and grants awarded to LCDC that become re-directed to Walker’s and Everett’s other nonprofit ventures enable Everett and / or LBBC to take large bows for so-called good that **becomes accomplished with funds awarded to LCDC for people in the impoverished MLK community** LCDC was supposed to serve. LCDC does not serve “elderly wellness” in this MLK community, neither does LCDC has “transitional housing for homeless girls” in this MLK community. But Walker and Everettt have such businesses –elsewhere!

93. At any rate, it should not happen that decisions for the funding that become awarded to LCDC should be decided by Everett and Walker; the community being served is entitled to have a voice. Furthermore, it is utterly disallowed for funding awarded to CHDO to be controlled by uncle and niece for altogether different business matters. It is blatant fraud.

94. Also, ensuring nonstop public hostility for Jackson (*Jackson’s dwelling is partially in sight of the church*), although Jackson had not included LBBC in this lawsuit, Everett repeatedly informs audiences about “**lawsuits from people**” he has “**helped.**” Everett omits openly informing those same audiences that **hurricane evacuees were deceitfully utilized as the false excuse for**

acquiring \$560k. Everett also does not bother telling those audiences facts as to why this lawsuit was filed; nor does Everett state that prior to filing, Jackson repeatedly tried to discuss why she desperately needed remedies for what was happening to her. **Before this lawsuit, Everett demanded that Jackson ignore the fact that her life had become completely altered to the point she did not recognize it!** Jackson did not even like the new life she became forced to live, **In fact, Jackson did not even have an explanation for why she was living that way!** All Jackson really had was what Walker told her –which was next to nothing; and Jackson felt she was too intelligent to accept prolonged absurdity that was making her life worse, and destroying the ministry outreach that meant everything to Jackson.

95. Roughly for a year, Jackson frequently encounters LBBC members who tell Jackson that she should *'come back to church, and get over her attitude'*. *What attitude, Jackson thinks?! It's Jackson's personality that's having a hard time, living her life upside down!* Or, Jackson gets a phone call or a visitor to tell Jackson that Jackson *'should be grateful to have a roof over her head'* –and that *'Everett will forgive'* her. It feels infuriating that the members continually don't seem to believe that Jackson never came looking for *'their house'*. And what makes Jackson bristle is that this is not her life! Jackson only joined LBBC after moving in the LBBC house, after believing she was employed. *The calls and visits happened before the lawsuit, and after –despite Jackson told them doing so violates her housing rights.

96. Jackson wants no more religion-controlled existence, whereby hateful gossip, skewed viewpoint, pastor's tattle tale family, and his niece use her prominence to invade Jackson and Jackson's family's privacy –and demolish Jackson's life, ruin the ministry Jackson cherished since 1998. Further, Jackson wants no more of the atmosphere whereby Jackson's preferences in reading and television viewing engenders contempt from smiling face people duplicity people who distance themselves from "have nots"; people who come to LBBC in this MLK neighborhood, but ignore the

MLK residents, as they “pass by on the other side.” Absolutely not! LBBC is not, Jackson’s life. She made a horrible, horrible mistake that has become a nightmare.

CONCLUSION AND PRAYER

97. Plaintiff, Barbara Jackson is the victim of discriminatory housing practices by the Defendants. Jackson is an aggrieved person as defined in 42 U.S.C. § 3602(i), and has suffered injuries as a result of the Defendants' conduct described above.

98. The Defendants' actions, constitute discrimination on the basis of religion in connection with the rental of Jackson’s dwellings, in violation of the Fair Housing Act, 42 U.S.C. §3604; and.

99. The Defendants' conduct, as described above, also constitutes a pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act, 42 U.S.C. §§3601 et seq.;

100. The Defendants' conduct, as described above, violated Jackson’s Fair Housing rights guaranteed under 42 U.S.C. § 3617;

101. The Defendants' conduct was intentional, willful, and taken in disregard for the rights of others.

WHEREFORE, the Plaintiff, Barbara Jackson prays that the Court enter an order that:

Declares that Defendants’ conduct, as set forth above, violates the Fair Housing Act;

- Awards to Jackson monetary damage for each Defendants' conduct, for compensatory damages in an amount yet undetermined, but believed to be about TEN (10) million dollars;
- Grants a judgment against the Defendants to vindicate the public interest and deter others from engaging in similar conduct

- Awards permission from this Honorable Court to amend this Complaint to include additional Plaintiffs and Defendants upon further evidence, information, and testimony that becomes obtained in this proceeding;
- Awards leave to amend her Complaint to include additional Plaintiffs, including Jackson's daughter should evidence confirm that Jackson's daughter (and deceased mother) were used in funding fraud; and permission to add Jackson's Law & Grace corporation as a plaintiff upon success in obtaining counsel.
- Barbara Jackson further prays for any and all other relief that this Court may deem appropriate.

Dated: January 23, 2014

Respectfully submitted

Barbara Jackson

██████████
Shreveport, LA ██████████
██████████

SERVICE CERTIFICATE

I certify that a copy of the foregoing Motion For Leave To File Supplemental Complaint with Supporting Memorandum, and proposed order was served this 23rd day of January, 2014 by first class mail, postage prepaid, on counsel for defendants.
