

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

Nathaniel Johnson,)
1921 S Brookstone Village Dr, Apt 107)
Independence, MO 64057)

CLASS ACTION

Charlesetta Lockett,)
1921 S Brookstone Village Dr, Apt 107)
Independence, MO 64057)

JURY TRIAL DEMANDED

Breonna Mondaine,)
7426 E 115th Terrace)
Kansas City, MO 64134)

Div.

Roosevelt Devoe Price III,)
7430 Englewood Ln)
Raytown, MO 64133)

Case No.

Aaliyah Ross,)
10617 E 42nd St, Apt E)
Kansas City, MO 64133)

Malik Weeks, and)
10617 E 42nd St, Apt E)
Kansas City, MO 64133)

Michele Williams,)
7430 Englewood Ln)
Raytown, MO 64133)

individually and on behalf of all others)
similarly situated,)

Plaintiffs,)

v.)

Stonegate Meadows Apartments LLC,)
Service by mail:)
Avraham Lapin)
313 E Brandon Rd)
Columbia, MO 65203)

Elite Management Group LLC)
d/b/a Elite Management MO LLC,)
Service by mail:)
 Avraham Lapin)
 313 E Brandon Rd)
 Columbia, MO 65203)
)
Stonegate Meadows LP,)
Service by mail:)
 Cogency Global Inc.)
 9666 Olive Blvd, Ste 690)
 St. Louis, MO 63132)
)
Eagle Point Management LLC,)
Service by mail:)
 David T. Woods)
 7733 Forsyth Blvd, 4th Floor)
 St. Louis, MO 63105)
)
Yarco Company Inc., and)
Service by mail:)
 Clifton R. Cohn)
 7920 Ward Parkway)
 Kansas City, MO 64114)
)
Young Management Corporation)
Service by mail:)
 Secretary of State)
 600 West Main)
 Jefferson, MO 65101)
)
Defendants.)

CLASS ACTION PETITION

COME NOW, Plaintiffs Nathaniel Johnson, Charlesetta Lockett, Breonna Mondaine, Roosevelt Devoe Price III, Aaliyah Ross, Malik Weeks, and Michele 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.”), and Young Management Corporation (“Young Management”) and state as follows:

INTRODUCTION

Defendant Stonegate LLC is an absentee landlord who eagerly collects millions in rent, tax credits, and federal funds, yet flagrantly disregards its obligations to its tenants. Stonegate LLC purchased Stonegate Meadows Apartments (“Stonegate” or “the Property”) in November 2019. Stonegate LLC, its agents¹, and its predecessors² have failed to adequately invest in the property, provide sufficient maintenance, fulfill their promises and obligations to their tenants, and comply with local, state, and federal law. Stonegate is a 366-unit multifamily apartment complex that is supposed to provide safe and affordable housing to Kansas City residents.³ All of Stonegate’s residents are low-income, the vast majority are Black, and many are immigrants. Due to Defendants’ illegal conduct and neglect, these tenants are forced to live in squalor.

Stonegate residents’ homes are infested with roaches, rodents, and other pests. Building-wide plumbing and structural problems result in serious leaks, water intrusion, raw sewage, flooding, standing water, black mold, and collapsed ceilings. Residents lack heat during the winter and air conditioning during the summer. And

¹ Since purchasing the property in November 2019, Stonegate LLC has assigned property management to Defendants Elite LLC, Yarco Inc., and Young Corporation. Elite LLC is the current property manager.

² Stonegate LLC purchased the property from Defendant Stonegate LP. Defendant Eagle Point was the property manager at the time of the sale.

³ Stonegate is part of the federal Low-Income Housing Tax Credit (LIHTC) program, which significantly subsidizes the acquisition, construction, and rehabilitation of affordable rental housing.

Defendants' general disregard for the Property fosters an unsafe living environment in which trash and debris accumulate; unauthorized individuals access unsecured buildings, vacant units, and common areas; fires destroy entire buildings; and a general lack of security endangers all.

The problems at Stonegate are well documented. The Kansas City Health Department has conducted over 300 inspections at Stonegate since December 2019, identified nearly 1,000 ordinance violations, and taken the exceedingly rare step of revoking Defendants' rental license twice. Local housing authorities have also refused to pay rent on behalf of Housing Choice Voucher Program (Section 8) recipients because the conditions at Stonegate are so unsafe and unsanitary.

Despite its failure to invest in or care for the property, Defendants attempt to extract every penny in profit from their tenants. They plaster residents' doors with rent demands and eviction lawsuits. Defendants sue tenants indiscriminately, with complete disregard for their affirmative defenses under the warranty of habitability. Those wrongfully sued include tenants who have had their housing vouchers revoked because Defendants failed to maintain the Property.

Defendants' blind pursuit of profit and brazen indifference to local, state, and federal law endangers the health and safety of hundreds of Kansas City residents. Defendants have displaced scores of tenants and significantly depleted Kansas City's affordable housing stock. Plaintiffs—current and former tenants who lived at the property during Defendants' ownership and management of the Property—bring this Class Action on behalf of themselves, and all others similarly situated, to seek both

injunctive relief and damages for Defendants' systematic violation of their rights.

PARTIES

1. **Plaintiff Nathaniel Johnson** is a disabled Air Force veteran. He moved to Stonegate in March 2019. The Housing Authority of Kansas City ("HAKC") stopped paying for Mr. Johnson's housing voucher given the poor conditions in his home. Instead of fixing his home, Stonegate LLC sued Mr. Johnson for Rent & Possession. Mr. Johnson moved to Independence, Missouri – where he now resides – to avoid eviction.

2. **Plaintiff Charlesetta Lockett** moved to Stonegate in November 2019. She became homeless after the ceiling in her bedroom collapsed during her tenancy and her home became unlivable. Ms. Lockett now lives in Independence, Missouri because she could not find affordable housing in Kansas City after being displaced from Stonegate.

3. **Plaintiff Breonna Mondaine** is a single mother of two young children. She moved to Stonegate with her children around March 2022. Ms. Mondaine had a voucher, but HAKC stopped paying due to the horrible conditions in her home. In November 2022, Ms. Mondaine moved to a new home in Kansas City to escape the conditions at Stonegate.

4. **Plaintiffs Roosevelt Devoe Price III and Michele Williams** moved to Stonegate in 2016 with their three young children. The family lived in three different apartments at Stonegate because each unit eventually became unlivable. They had a housing voucher, but HAKC stopped paying due to uninhabitable conditions. After months on the verge of homelessness, they moved to Raytown, Missouri in early 2023.

5. **Plaintiffs Aaliyah Ross and Malik Weeks** currently live at Stonegate with their

three-year-old daughter. Ms. Ross and Mr. Weeks had to vacate their initial apartment due to severe mold. Now, their second apartment is overrun with cockroaches. The family is desperately searching for housing to escape the hellish conditions at Stonegate.

6. **Defendant Stonegate Meadows Apartments LLC** is the current owner of Stonegate, located at 10500 E 42nd St, Kansas City, MO 64133. Stonegate LLC is registered with the Missouri Secretary of State as a Delaware company. Its registered agent address is 313 E Brandon Rd, Columbia, MO 65203.

7. **Defendant Elite Management MO LLC** is the current property manager of Stonegate. Elite LLC is registered with the Missouri Secretary of State as a Georgia company. Its principal office address is 200 Boulevard of America, Ste 101, Lakewood, NJ 08701. Its registered agent address is 313 E Brandon Rd, Columbia, MO 65203.

8. **Defendant Stonegate Meadows LP** previously owned Stonegate and sold the Property to Stonegate LLC in November 2019. Stonegate LP is registered with the Missouri Secretary of State as a Missouri limited partnership. Its registered agent address is 9666 Olive Blvd, Ste 690, St. Louis, MO 63132.

9. **Defendant Eagle Point Management LLC** previously managed Stonegate as an agent of Stonegate LP. Eagle Point LLC is registered with the Missouri Secretary of State as a Maine company. Its registered agent address is 7733 Forsyth Blvd, 4th Floor, St. Louis, MO 63105.

10. **Defendant Yarco Company Inc.** managed Stonegate as an agent of Stonegate LLC in and around 2021. Yarco Inc. is registered with the Missouri Secretary of State as a Missouri company. Its principal office, as well as its registered agent address, is 7920

Ward Parkway, Kansas City, MO 64114.

11. **Defendant Young Management Corporation** managed Stonegate in and around 2020 as an agent of Stonegate LLC. Young Management is registered with the Missouri Secretary of State's Office as a Kansas Company. Its principal office address is 22602 State Line Road, Bucyrus, KS 66013. Young Management was administratively dissolved or revoked under Missouri law, as of December 27, 2022, for failure to file a registration report. The Missouri Secretary of State's address is now listed as Young Management's registered agent address.

JURISDICTION AND VENUE

12. The Court has jurisdiction over this action, pursuant to § 506.500 RSMo, 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.

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

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

15. Jurisdiction and venue in this Court are also proper, pursuant to § 407.025.1 RSMo, because the transactions at issue – leasing the residential property – took place in Jackson County, Missouri.

FACTS COMMON TO ALL COUNTS

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

Stonegate Residents Are Forced to Live in Unsafe, Unsanitary, and Unhealthy Housing

Aaliyah Ross and Malik Weeks

17. Ms. 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.

18. Far different than the experience they were promised by Defendants, the family's time at Stonegate has been a living nightmare.

19. The family's initial apartment at Stonegate was infested with mold. It covered their ceilings and air vents, and they could smell the stench throughout their entire home:



20. Their infant daughter became acutely ill in their first Stonegate apartment: she struggled to breathe, wheezed heavily, and became pale. Ms. Ross and Mr. Weeks had to rush her to the hospital.

21. Mr. Weeks' asthma also worsened, which had been under control prior to his time at Stonegate.

22. Kansas City's Healthy Homes Rental Inspection Program ("Healthy Homes") helped the family be relocated to a new unit at Stonegate; unfortunately, the family's new home is also unlivable.

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





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

25. The family has lived with roaches for over a year because Defendants have failed to abate the infestation.

26. 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:



27. Like all the other issues in their homes, Ms. Ross and Mr. Weeks consistently notified Defendants of the problems. After significant delay, Defendants eventually

patched the hole in their bathroom ceiling, but they did not address the underlying leak. As a result, the ceiling collapsed a second time. Both their ceiling and shower remain in disrepair to this date.

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

29. Ms. Ross and Mr. Weeks consistently report the issues to Defendants and have pleaded to be moved to a new unit.

30. Defendants told the family that they cannot be moved to a different unit until their alleged balance is paid; an astounding demand given the appalling conditions in their home and the clear violation of the warranty of habitability.

31. The family's three-year-old struggles to manage her asthma and must take an inhaler regularly. Her parents send her to stay with other family so their daughter can escape the unhealthy environment. Mr. Weeks also struggles to manage his asthma, which had previously been under control.

32. Ms. Ross' physical and mental health has also plummeted in that she suffers from allergies, rashes, skin issues, nausea, and other health problems due to the unsanitary living environment.

33. Ms. Ross' anxiety and mental health issues are also severely exacerbated by the stress of being trapped in an unsafe, unbearable apartment.

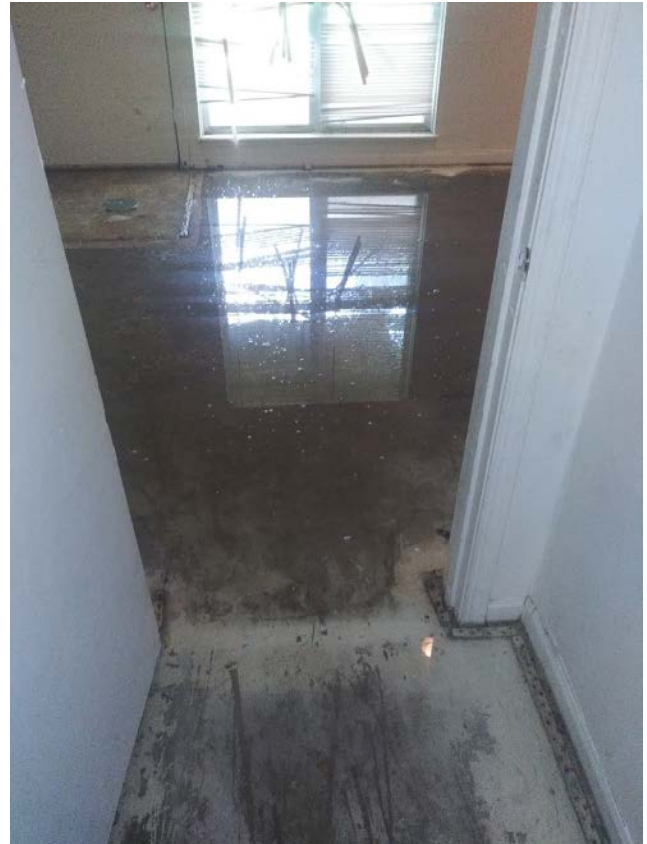
34. The family believes Defendants tricked them into moving to Stonegate. They were promised that any issues in their homes would be fixed, and that they would have access to many amenities, such as a pool (which had, in fact, been closed for years), that

are not actually available to them. Had they known what Stonegate is really like, they would never have moved there.

Roosevelt Devoe Price III and Michele Williams.

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

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





37. They also dealt with extensive leaks, water damage, and mold.

38. Eventually, their ceiling collapsed:





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

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



41. Due to Defendants' neglect and refusal to respond to the families' complaints, their second home also became unlivable, the entire ceiling collapsed, and their home flooded:



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

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

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

45. Around Christmas 2022, the pipes in the building burst and the family lacked

water for days, then hot water for weeks.

46. Mr. Price and Ms. Williams promptly and repeatedly notified Defendants of the issues in each of their homes. Defendants generally disregarded their requests; if they did respond, they failed to take corrective action or adequately remedy the issue.

47. Many problems, such as the structural issues, worsened with time despite the families' consistent complaints and Defendants' knowledge of the issue.

48. For example, Mr. Price and Ms. Williams regularly informed Defendants 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 failed to appropriately address the issue.

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

50. One daughter developed a Respiratory Syncytial Virus (RSV) infection. She had to be hospitalized for two weeks.

51. Their son struggled in school.

52. The entire family dealt with unhealthy conditions, severe stress, and anxiety.

53. The Price-Williams family was on the brink of homelessness because HAKC revoked their voucher due to the deplorable conditions.

54. After months, the family eventually found a home in Raytown, Missouri.

55. Instead of offering reimbursement or compensation for the unfathomable hardship the family endured, Defendants now demand \$7,000 in rent, including portions that would have been paid by the Housing Authority had the Property been in

proper condition.

56. Defendants also never returned any portion of Mr. Price and Ms. Williams's security deposit.

57. They never provided notice of an inspection, nor an itemized list of alleged damages, as state law requires.

Nathaniel Johnson

58. Mr. Johnson is a sixty-four-year-old disabled Air Force veteran, who moved to Stonegate in March 2019.

59. Mr. Johnson has a range of health issues including neuropathy, diabetes, high blood pressure, and a history of heart attacks.

60. One reason he chose Stonegate is because it is located next to the Honor VA Clinic, where he receives medical care.

61. Mr. Johnson experienced a litany of issues once he moved to Stonegate.

62. He spent days without heat or water in his home; his shower wall caved in and left a gaping hole in the wall; his bathtub was not properly sealed, which allowed even more water to seep into his walls and for mold to grow; his bathroom toilet was not properly fastened to the ground; he could smell sewage coming up from the basement; his ceiling had significant damage; and he could not use his washing machine for over a month, among other issues.

63. Mr. Johnson repeatedly notified Defendants about the issues in his home. He went to the office and submitted work orders, but Defendants ignored them.

64. HAKC also conducted inspections of Mr. Johnson's property and repeatedly

notified Defendants of numerous issues that Defendants were required to fix.

65. Defendants failed to remediate the issues in Mr. Johnson's home.

66. HAKC eventually stopped making payments on Mr. Johnson's behalf because of the poor conditions in his home and Defendants' refusal to fix the problems.

67. Mr. Johnson continued to pay his portion of the rent—\$261—every month, despite the poor condition of his home.

68. Instead of fixing the well-documented issues in his home, Defendants sued Mr. Johnson for Rent & Possession in April 2022, even though Mr. Johnson paid his rent every month, and with complete disregard for the fact that any alleged debt was due to Defendants' inability to pass Section 8 inspections.

69. Mr. Johnson, who never faced eviction before, moved to Independence, Missouri to avoid a judgment.

70. He still lost his housing voucher, which he maintained for a decade, because of Defendants' inability to keep his home habitable.

71. Had he known of the issues at Stonegate, the constant office turnover, and the lack of maintenance, he would never have moved there.

72. Defendants also wrongfully withheld Mr. Johnson's \$250 security deposit.

73. They never provided him notice about an inspection, furnished him an itemized list of why his deposit was withheld, or returned any amount of his security deposit, all in violation of state law.

Charlesetta Lockett

74. Ms. Lockett is a sixty-year-old, lifelong Kansas City resident. She moved to

Stonegate in November 2019.

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

76. After Ms. Lockett signed her lease, Defendants took her to a second-floor apartment, despite their promise to provide her one on the first floor.

77. During the walkthrough of her apartment, Ms. Lockett saw a bubble forming on the ceiling of the master bedroom and immediately notified Defendants of the issue.

78. The bubble on her ceiling swelled over time, and Ms. Lockett continued to inform Defendants of the worsening problem.

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

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

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

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

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

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

85. Ms. Lockett was fortunately sleeping on her couch at the time, and not her

bedroom where the ceiling fell in.

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

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

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

89. Defendants wrongfully withheld Ms. Lockett’s security deposit.

90. They never provided her notice about an inspection, furnished her an itemized list of why her deposit was withheld, or returned any amount of her security deposit, as state law requires.

Breonna Mondaine

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

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

93. Ms. Mondaine pleaded with Defendants to remediate the mold. On two occasions someone came to treat the mold, but the issue persisted; she continued to inform Defendants of the ongoing issue, but they failed to fix it.

94. Ms. Mondaine’s home was also infested with mice.

95. 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 Defendants failed to address the issue, disregarding her frequent complaints.

96. 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.

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

98. Ms. Mondaine consistently informed Defendants of the issues in her home. Defendants would either promise repairs that would never happen, come to her home but not fix the issue, or ignore her requests entirely.

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

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

101. Ms. Mondaine had to urgently find new housing to avoid losing her voucher; fortunately, she eventually found alternative housing.

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

103. Defendants never returned Ms. Mondaine's security deposit, nor did they provide her notice of an inspection or an itemized list of alleged damages, as required by state law.

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

104. As detailed above, Plaintiffs' homes have been plagued with hazardous conditions. Buildings property-wide are infested with mice, cockroaches, bedbugs,

rodents, and other vermin or pests.

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

106. Defendants also systematically fail to care for the grounds and common areas.

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





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

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

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

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

112. Defendants' property-wide neglect and lack of security promotes a harrowing 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.

113. Defendants are aware of the extent and severity of the issues that pervade the Property. Plaintiffs consistently and repeatedly request maintenance, make complaints, and inform Defendants of the uninhabitable conditions in their homes and across the Property.

114. 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 Defendants' rental license twice.

115. 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' failures to make necessary repairs.

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

117. United States Congressman Emmanuel Cleaver II and other federal officials have demanded that Defendants improve their conduct and care for the Property.

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

Defendants Refuse to Invest in or Care for the Property

119. Stonegate is uninhabitable because Defendants refuse to invest in the maintenance, property management, and infrastructure necessary to own and operate a

366-unit apartment complex.

120. Defendants are understaffed and operate with skeleton crews; they hire inexperienced and unqualified employees; fail to adequately train and supervise them; and experience extraordinary staff turnover, all of which promotes disorganization and disarray.

121. Defendants also do not hire or contract maintenance staff and vendors with the adequate skills, knowledge, and expertise to properly complete maintenance and repairs.

122. When maintenance is attempted, Defendants regularly utilize temporary and unsafe solutions to make slap dash repairs.

123. Defendants fail to provide its employees, agents, and contracted vendors the equipment, materials, infrastructure, and IT systems necessary to complete their jobs and fulfill Defendants legal and contractual obligations.

124. Defendants refuse to conduct regular inspections, nor do they complete regular maintenance, much less preventative maintenance.

125. Defendants do not have a formal maintenance process.

126. There is no online maintenance platform in which tenants can submit or track requests.

127. Tenants can attempt to submit a work order over the phone, but Defendants regularly refuse to answer or respond to voicemails.

128. Residents can also attempt to submit a work order in the office, but it is frequently closed and, when it is open, Defendants often refuse to write down in-person

requests.

129. Even if a work order is transcribed, Defendants have no process to ensure the work is completed at all, much less adequately.

130. In sum, Plaintiffs cannot consistently submit requests, track their progress, or ensure completion.

Defendants Misrepresent the Conditions at Stonegate to Tenants

131. Defendants shamelessly mislead tenants about the conditions at Stonegate.

132. Elite LLC manages sixteen properties nationwide: fifteen in Georgia and one in Missouri—Stonegate.

133. On its website, Elite LLC states that its mission is to “provide the highest level of customer service”:

Our Mission

To provide the highest level of customer service, creating beautiful communities that afford our residents a lifestyle of ideal living, quality of life, pride, and tranquility.

134. Elite LLC’s professed mantra is “Excellence over Average”:

Our Mantra

Excellence Over Average. While living up to such an aspirational goal can be challenging, it is what drives our team, day in and day out. We strive to do right the first time, deliver meaningful results and to always take the extra steps to ensure everyone that chooses an Elite community is choosing a home and not just an apartment.

135. Elite LLC’s statements specific to Stonegate clash even more dramatically with reality.

136. Elite LLC provides a list of amenities (e.g., air conditioning, dishwasher, disposal, range, refrigerator) that are purportedly provided in each apartment, even

though Plaintiffs' appliances are outdated, ill-maintained, and often inoperable.

137. It also advertises a clubhouse and pool, even though the property management office and clubhouse are currently boarded up and burned out due to a fire, and the pool has been closed for years.

138. Elite LLC's photo gallery is filled with outdated and misleading photos that show prospective tenants well-manicured lawns, intact buildings, undamaged apartments, and a clubhouse and pool.

Photo Gallery



Photo Gallery



Photo Gallery



Photo Gallery



139. Yet, Stonegate's grounds are inadequately and infrequently maintained, with

debris and trash strewn about.

140. The very same buildings shown online actually have boarded up windows and doors; broken windows; glass, nails, and plywood strewn about; and have caught fire.

141. The clubhouse photographed is burned out and boarded up; the pool shown has been closed for years; and the apartment photos, unsurprisingly, fail to show the structural damage, collapsed ceilings, infestations, mold, raw sewage, leaks, water damage, and the many other issues that are endemic to the Property.

142. Elite LLC also falsely promises to provide tenants “24-hour Availability,” even though Plaintiffs can rarely get ahold of office staff during business hours, much less nights and weekends.

143. When Plaintiffs attempt to contact Elite LLC’s corporate office—due, in part, to the high turnover of on-site staff and the fact that the office is frequently closed or staff unhelpful—Plaintiffs can rarely get in touch with a person, much less receive a meaningful response.

144. Defendants also utilize rental websites, such as Apartments.com, that contain the same false promises and misleading photos as Elite LLC’s website.

145. Defendants’ social media, including its Twitter account (@StonegateMeadow), also contains false promises, misleading information, and outdated photos. Defendants’ Twitter posts photos of the pool and clubhouse on dates that postdate their closure.

146. Defendants also share, upon information and belief, photos of apartments that are not even from the Property.

Defendants Fail to Perform the Services Provided in Their Leases

147. Defendants consistently fail to perform their contractual obligations pursuant to their lease agreements with Plaintiffs.

148. In pertinent part, Plaintiffs' leases read:

11. OWNER'S DUTIES: Except where prevented by an Act of God, the failure of public utility services or other conditions beyond the Owner's control, the Owner shall:

(A) Comply with the requirement of applicable building and housing codes materially affecting health and safety and if the duty imposed by this paragraph is greater than any duty imposed by any other paragraph of this subsection, the Owner's duty shall be determined in accordance with the provisions of this paragraph;

(B) Exercise reasonable care in the maintenance of the common areas;

(C) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning equipment and appliances; **Refrigerator, Stove, Dishwasher and Garbage Disposal.**

(D) Except where provided by a governmental entity, provide and maintain on the grounds, for the common use by all Residents, appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for the removal of such waste.

149. Despite these clearly enumerated promises, and as detailed throughout this Petition, Defendants failed to comply with all four of its contractually promised duties, as well as its duties implied under the warranty of habitability.

Defendants Rake in Profit While Endangering and Displacing Kansas Citians

150. Defendants' reprehensible conduct is compounded by the fact that they receive millions in rental income, government assistance, and federal subsidies.

151. Defendants collect rent from hundreds of tenants each month.

152. Defendants plaster tenants' doors with rent demands and pay to evict tenants *en masse* rather than paying for basic maintenance.

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

154. Defendants file eviction lawsuits wrongfully and indiscriminately, with complete disregard for 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.

155. Defendants also participate 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.”

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

157. Defendants happily accept tax credits, while they effectively destroy hundreds of units of low-income housing through their neglect.

158. Unbeknownst to tenants, Defendants unilaterally sought bulk awards of Covid-19 relief funds through the Missouri Housing Development Commission’s (MHDC) Large Unit Rental Network (LURN) program. Through LURN, Defendants sought and received bulk payments for “10 or more units with alleged arrears in excess of \$4,999,” including for tenants who dispute that any rent is owed and who live in uninhabitable housing.

159. Defendants receive additional taxpayer dollars in the form of Section 8 payments on behalf of scores of tenants.

160. Despite this significant and steady influx of rental income and taxpayer dollars, Defendants refuse to keep the property safe and habitable for its residents, or comply with local, state, or federal law.

CLASS-ACTION ALLEGATIONS

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

162. 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 residents who lived at Stonegate during the five years leading up to the filing date of this complaint.

163. 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 residents who signed a lease with Defendants and lived at Stonegate during the five years leading up to the filing date of this complaint.

164. 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 residents who paid, directly or through a third party, a security deposit to Defendants and who have vacated the property during the five years leading up to the filing date of this complaint.

165. 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 residents who currently live at Stonegate pursuant to a landlord-tenant relationship.

166. 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).

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

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

- i. All injunctive relief will be addressed via one or more classes, for which certification will be sought under Rule 52.08(b)(2);
- ii. 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).

169. Because damages will be addressed on an individual basis, Plaintiffs anticipate that multiple other current and former tenants at Stonegate will join this case, either by being joined as named plaintiffs, class members, and/or by seeking to intervene. Plaintiffs hereby give notice to Defendants of this potential and that such future plaintiffs may argue that any such claims relate back to this Class Action Petition by virtue of this notice.

170. **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.

171. **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:

- i. Whether the living conditions at Stonegate are/were habitable.
- ii. Whether Defendants engaged in a centralized practice of neglecting the property, causing an overall state of disrepair and decline.
- iii. Whether Defendants made misrepresentations about the conditions of the apartments, apartment grounds, or the Property.
- iv. Whether Defendants made misrepresentations about the level of maintenance that would be performed.
- v. Whether Defendants failed to perform the “Owner’s Duties” promised in the Overcharge Damages Sub-Class’s leases.
- vi. Whether Defendants violated Missouri’s security deposit law. *See* § 535.300 RSMo.
- vii. Whether the Defendants charged the Plaintiffs for maintenance services they did not provide.
- viii. Whether the Classes are entitled to injunctive relief, monetary damages, restitution, punitive damages, declaratory relief, or other remedies.

172. **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.

173. **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.

174. **General applicability under Rule 52.08(b)(2).** Defendants 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 have a practice of refusing to provide timely and appropriate maintenance to the entire Property, in a way that affects the entire Class.

175. **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.

176. Defendants 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.

177. 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.

178. 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 individually and on behalf of the Habitability Injunction Sub-Class
against Stonegate LLC and Elite LLC*

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

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

181. As a result of Defendants' 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.

182. Such harm greatly outweighs any conceivable damage to Defendants that could arise from an injunction.

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

184. Plaintiffs ask this Court to enter a preliminary and/or permanent injunction against Defendants, ordering them to immediately:

- i. Remedy the infestation problems (cockroaches, bed bugs, mice, and other rodents or pests) at the Property by retaining qualified, third-party pest-control professionals;
- ii. 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;
- iii. 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;
- iv. 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;
- v. 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;

- vi. 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;
- vii. Retain a third-party, professional HVAC specialist to test the Property's HVAC systems and clean them;
- viii. Provide significantly enhanced security measures for the Property, such as a dedicated security guard or guards and functioning security cameras and monitoring thereof; and,
- ix. 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.

185. Plaintiffs respectfully request that any such injunctive relief "run with the land" and be binding upon Defendants' successors-in-interest and assignees.

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

187. The Court also has authority to grant this relief pursuant to § 407.025 RSMo. This statute also entitles Plaintiffs and the class to the recovery of their costs and reasonable attorney's fees for obtaining this injunction.

WHEREFORE, Plaintiffs pray that the Court enter judgment in the form of a permanent injunction compelling Defendants to immediately comply with Paragraph 184, sections i - ix of this Petition, for their reasonable costs and attorney's fees, and any such other and further relief as may be just and proper under the circumstances.

COUNT II
VIOLATIONS OF THE MISSOURI MERCHANDISING PRACTICES ACT
Plaintiffs individually and on behalf of the Habitability Damages Class against all Defendants

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

189. 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.

190. 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.

191. Plaintiffs and Defendants are persons under the MMPA.

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

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

194. These sales all occurred within Missouri.

195. Plaintiffs acted as reasonable consumers would in all relevant regards.

196. 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.

197. Defendants' acts, omissions, and misrepresentations to Plaintiffs, are/were made in connection to the rental of Plaintiffs' 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' damages had the consumer been informed of them.

198. Defendants' violations of the § 407.020 RSMo include, but are not limited to:

- i. 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
- ii. 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.

199. As a direct and proximate result of Defendants' acts alleged above and violations of § 407.020 RSMo, Plaintiffs suffered an ascertainable loss of money and/or property including, but not limited to, that they:

- i. Paid rent and security deposits for homes that were uninhabitable;
- ii. 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;
- iii. Were forced to reside in housing at risk to their health and welfare, as well as that of their family and guests;
- iv. Had to make out-of-pocket purchases to fix issues that were Defendants' responsibility under Missouri law;
- v. Had to pay for alternative housing because of the conditions in their homes;
- vi. Lost personal property due to the conditions in their homes; and
- vii. Experienced a decline in the value of their rental property, among other losses.

200. Plaintiffs 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.

201. Defendants' conduct was outrageous in that they intentionally harmed Plaintiffs

without just cause and/or acted with a deliberate and flagrant disregard for others.

202. Plaintiffs are entitled to the recovery of their actual damages.

203. Plaintiffs are also entitled to a recovery of their costs and reasonable attorney's fees.

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 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, and for such other and further relief as may be just and proper under the circumstances.

COUNT III
VIOLATIONS OF THE MISSOURI MERCHANDISING PRACTICES ACT
Plaintiffs individually and on behalf of the Overcharge Damages Sub-Class
against all Defendants

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

205. 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.

206. 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.

207. Plaintiffs and Defendants are persons under the MMPA.

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

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

210. These sales all occurred within Missouri.

211. Plaintiffs acted as reasonable consumers would in all relevant regards.

212. 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, Defendant failed to deliver the premises to Plaintiff, or maintain it, in compliance with local law.

213. Defendants' acts, omissions, and misrepresentations to Plaintiffs, are/were made in connection to the rental of Plaintiffs' 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' damages had the consumer been informed of them.

214. Defendants' violations of the § 407.020 RSMo include, but are not limited to:

- i. Representing to Plaintiffs in lease agreements that Defendants would comply with building and housing codes, charging tenants for such services as part of Plaintiffs' rental payments, and then failing to actually render the promised services;
- ii. Representing to Plaintiffs in lease agreements that Defendants would maintain the common areas, charging Plaintiffs for such services as part of Plaintiffs' rental payments, and then failing to actually render the promised services;
- iii. Representing to Plaintiffs in lease agreements that Defendants would maintain in good and safe working order all electrical, plumbing, sanitary, heating, ventilating, air conditioning equipment, and appliances; charging Plaintiffs for such services as part of Plaintiffs' rental payments; and then failing to actually render the promised services; and

- iv. Representing to Plaintiffs in lease agreements that Defendants would provide and maintain 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; charging Plaintiffs for such services as part of Plaintiffs' rental payments; and then failing to actually render the promised services.

215. As a direct and proximate result of Defendants' acts alleged above and violations of § 407.020 RSMo, Plaintiffs suffered an ascertainable loss of money and/or property including, but not limited to, that they:

- i. Paid rent and security deposits for maintenance services that Defendants promised but never provided; and
- ii. 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.

216. Plaintiffs 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.

217. Defendants' conduct was outrageous in that they intentionally harmed Plaintiffs without just cause and/or acted with a deliberate and flagrant disregard for others.

218. Plaintiffs are entitled to the recovery of their actual damages.

219. Plaintiffs are also entitled to a recovery of their costs and reasonable attorney's fees.

WHEREFORE, Plaintiffs, individually and on behalf of the proposed class, pray for judgment against 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, and for such other and further relief as may be just and proper under the circumstances.

COUNT IV
VIOLATIONS OF THE WARRANTY OF HABITABILITY

Plaintiffs individually and on behalf of the Habitability Damages Class against all Defendants

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

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

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

223. 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 Defendants.

224. Yet, Defendants repeatedly failed to deliver the premises to Plaintiffs, or maintain it, in compliance with local law.

225. Defendants breached their duty to deliver and maintain the premises to Plaintiffs in a safe, sanitary, and habitable condition as follows:

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

226. As a direct and proximate result of Defendants' breach, Plaintiffs 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.

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

- i. Infestations of mice, cockroaches, bed bugs, and other vermin and pests;
- ii. Mold; water intrusion, leaks, flooding, standing water, and water damage;
- iii. Dangerous structural damage and collapsed ceilings;
- iv. Dangerously exposed electrical wiring;
- v. Dangerously exposed broken glass, nails, plywood, trash, and other debris;
- vi. Inadequate plumbing systems; broken plumbing; unsafe or inoperable sinks, showers, bathtubs, and toilets;
- vii. Inadequate HVAC systems, heat, and air conditioning;
- viii. Inadequate, unsafe, outdated, and missing appliances;
- ix. Missing or faulty smoke detectors; fire alarms, and fire exits;
- x. Ineffective maintenance and inadequate or dangerous repairs;
- xi. Broken doors, windows, and locks;
- xii. Unsecured buildings and units;
- xiii. Unauthorized persons accessing and living on the premises; and
- xiv. Inadequate security and resultant violence.

228. The uninhabitable conditions of Plaintiffs' homes and the Property constitutes a

breach of Plaintiffs' rental lease contracts with Defendants.

229. Defendants' conduct was outrageous in that they intentionally harmed Plaintiffs without just cause and/or acted with a deliberate and flagrant disregard for others.

230. Plaintiffs 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.

WHEREFORE, Plaintiffs, individually and on behalf of the proposed class, pray for judgment against 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, and for such other and further relief as may be just and proper under the circumstances.

COUNT V

FAILURE TO RETURN SECURITY DEPOSIT

Plaintiffs individually and on behalf of the Security Deposit Sub-Class against all Defendants

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

232. Defendants violated § 535.300 RSMo by:

- i. Failing to provide Plaintiffs, 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;
- ii. Failing to hold inspections at reasonable times, if at all;
- iii. Failing to allow tenants the right to be present at the inspection at the time

and date scheduled by the landlord;

iv. Failing to send Defendants 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

v. Withholding Plaintiffs' security deposits.

WHEREFORE Plaintiffs prays for judgment and for statutory damages in the amount of twice the deposit Plaintiffs paid pursuant to §535.300.6 RSMo.

Demand for Jury Trial

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

Respectfully submitted,

/s/John Bonacorsi

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