

19TH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

NUMBER 110504 DIVISION "D"

DAVID E. ROBERTS, BRADLEY ROBERTS, AND PINE SHADOWS PROPERTY, LLC

VERSUS

MIKE GRIMMER, INDIVIDUALLY AND IN HIS OFFICIAL CAPACITY
AS PARISH PRESIDENT FOR LIVINGSTON PARISH, THE PARISH OF
LIVINGSTON, THROUGH THE LIVINGSTON PARISH COUNCIL,
EARL PRICE, AND RICHARD PRICE CONTRACTING CO., LLC

PETITION

The Petition of David E. Roberts, a resident of the full age of majority of East Baton Rouge Parish; Bradley Roberts, a resident of the full age of majority of Livingston Parish, Louisiana; and Pine Shadows Property, LLC, a Louisiana corporation domiciled in Ascension Parish, Louisiana, respectfully represents:

1.

The defendants enumerated below are justly and truly indebted unto Petitioners for all sums as are reasonable under the premises, punitive damages as allowed by law, attorney's fees, all costs of this litigation, legal interest thereon from the date of judicial demand until paid, and all such other relief afforded at law or in equity:

1. Mike Grimmer, individually and in his official capacity as the Parish President for Livingston Parish.
2. The Parish of Livingston, through Livingston Parish Council, a "person" domiciled in the Parish of Livingston, Louisiana;
3. Earl Price, a resident of the full age of majority of Livingston Parish, Louisiana;
4. Richard Price Contracting Co., LLC, an entity domiciled in Livingston Parish, Louisiana;

2.

Petitioner Bradley Roberts, a life-long resident of Livingston Parish, Louisiana, is a founding member of Pine Shadows Property, LLC, formed on July 26, 2007. Petitioner David E. Roberts was a long time resident of Livingston Parish, Louisiana, is the father of Petitioner Bradley Roberts, and he is the majority owner of Excel Contractors, Inc. and Davies Engineering, Inc, both Louisiana

Corporations.

3.

In 2007, Petitioner Pine Shadows paid One Million (\$1,000,000.00) Dollars for approximately ten (10) acres of land in Walker, Louisiana. The property was undeveloped and not subject to any zoning regulations or restrictions of any kind.

4.

Following the purchase, Pine Shadows spent several hundred thousand dollars for architectural and engineering services and to obtain permits to develop the tract. The proposed 168-unit development was approved by the defendant Livingston Parish Council. At that same time, Petitioners listed the tract for sale. Since 2008, Josh McCoy, the son of a Livingston Parish Council member, has had no interest whatsoever in either Pine Shadows or the subject tract of land.

5.

On August 10, 2010, Herman and Kittle Properties, Inc. made an offer to purchase 8.5 acres of the tract from Petitioner Pine Shadows for \$2,000,000.00. However, the purchase agreement was subject to the Denham Springs Housing Authority obtaining tax credits needed to develop the property with a 120 unit apartment complex ("the Project").

6.

On or about September 7, 2010, the Denham Springs Housing Authority and Herman and Kittle submitted an application for the subject tax credits to the Louisiana Housing Finance Agency.

7.

On October 26, 2010, defendant Earl Price, at all times an identified representative of defendant Richard Price Contracting and a representative and implied spokesperson for Defendant Mike Grimmer, attended a meeting of the defendant Livingston Council. At that meeting, the Price and Grimmer defendants vehemently objected to the Project and accusing Petitioners of consorting with Josh McCoy to develop the property. Specifically, the Price and Grimmer defendants stated that Petitioners' affiliation with McCoy and, specifically, McCoy's father, amounted to a criminal enterprise.

8.

On October 27, 2010, as explained further below, the Price and Grimmer defendants began corresponding with representatives of the prospective purchaser of the tract, including Herman and Kittle Properties, as well as Louisiana Housing Finance Agency, and Donnie Jarreau Real Estate,

the real estate agent involved in the sale. The contacts were made to “kill” the Project.

9.

In an October 27, 2010, email from the Price defendants to Jay Kellogg, a representative of Herman and Kittle Properties, the Price defendants defamed Petitioners accusing Petitioners of consorting with criminals. Specifically, the Price defendants wrote: “One thing that the project has going against it more than anything is the fact that Josh McCoy is one of the owners. Josh is the son of Jimmie McCoy who is the most disliked Councilman in Livingston Parish and considered by almost all to be corrupt. . .” The statements contained in the Price defendants’ email are false, were made with malice, defamatory, and caused Petitioners to be cast in a false public light.

10.

During this time frame, the Price defendants operated an interactive website entitled “Information about your Livingston Parish Council, www.livingstonparishcouncil.info” The Price and Grimmer defendants actively commented and posted on the web site.

11.

In October, 2010, after Petitioners had contacted and obtained support from defendant Livingston’s Parish President, Mike Grimmer, for the development of the tract, Mr. Grimmer later suddenly changed positions and thereafter advised Petitioners he would no longer support the project.

12.

On December 14, 2010, defendant Livingston, through defendant Grimmer, wrote a letter to the Louisiana Housing Finance Authority in East Baton Rouge Parish, Louisiana, alleging that an unsigned letter in the application packet “were sent without the proper approvals and authority with the intent to deceive.” Said statements by defendants Grimmer and Livingston are false, were made with malice, are defamatory, and caused Petitioners to be cast in a false public light.

13.

On December 20, 2010, in part at the urging of the Price defendants, defendant Livingston held a meeting wherein it adopted a Resolution, LPR No. 10-429, authorizing its attorney to “draft and forward correspondence” to the Louisiana Housing Finance Agency in East Baton Rouge Parish, Louisiana, “stating that the Council did not approve or authorize a letter of support dated September 7, 2010, in regard to ‘The Housing Authority of Denham Springs’ tax credit application to construct a 120 unit residential rental development in Livingston Parish.” On December 23, 2010, defendant

Livingston, through its counsel, sent a letter to the Louisiana Housing Finance Agency calling the unsigned letter which was part of the application packet “misleading”. Said statement by defendant Livingston is false, was made with malice, is defamatory, and caused Petitioners to be cast in a false public light.

14.

On February 12, 2011, the Price defendants caused to be posted on their interactive website a statement entitled “Jimmie McCoy Up to His tricks Again (Published February 12, 2011) By Earl Price.” In that posting, the Price defendants wrote: “You may not recognize the name Dave Roberts but you may recall recent news about his son Brad Roberts. Brad Roberts and Josh McCoy are the owners of the piece of property at the corner of Glen Ellis and Walker So. Rd where they have been trying to build an apartment complex. This is the development that recently received a lot of attention because it will provide government assisted living. The owners sent a forged letter of support from Parish Grimmer and the Council stating that parish welcomed this development in their grant application. Brad Roberts and Josh McCoy are business partners. I have also discovered that the property taxes for this property were paid by Dave Roberts. Maybe Jimmy wanted to award the contract to Davies Engineering since the owner paid the property taxes on property that his son has ownership in. Now it all seems to come together for me. Last year a piece of property went up for adjudicated sale through the parish. The parish followed procedure and there were only two bidders at the public auction. The successful bidder was a company owned by Scott Jones. Jimmie McCoy led the way to block the sale and now the property is tied up in litigation with the Parish and Scott Jones. Chase Muller who is the agent for Brad and Josh has been recently acquiring information on this property. It appears that Jimmie blocked the sale because his son and Roberts want to purchase the property. Another way to help the Roberts for paying his son’s taxes.” These statements by the Price defendants are false, defamatory, were made with malice, constituted defamation per se, and caused Petitioners to be painted in a false public light.

15.

On February 13, 2011, the Price defendants posted another defamatory statement on their interactive web site. In this defamatory statement, the Price defendants stated: “Davie Engineering is owned by Dave Roberts the owner of Excel USA. Dave’s son is Brad Roberts who is a business partner of Josh McCoy. Property tax records show that Dave Roberts paid the property taxes on a piece of property owned by Josh McCoy and Brad Roberts. It is so obvious that Jimmie McCoy is

a crook.” These statements by the Price defendants directed to Petitioners are false, defamatory, were made with malice, constituted defamation per se, and caused Petitioners to be painted in a false public light.

16.

Following issuance of the defamatory statements by Price and Grimmer defendants directed at Petitioners, and due directly to the combined, unlawful actions of the defendants to intentionally interfere with the sale of the land. Herman and Kittle canceled its agreement to purchase the property. As a result of the actions by the defendants set forth herein, the subject tract owned by Petitioners, has now been effectively rendered unusable and has been removed from the stream of commerce.

17.

By comparison, the property directly across the street from the subject tract is currently in the final stages of development as a free-standing hospital. On a tract adjacent to the subject tract, defendant Livingston approved construction of a strip shopping center and other retail establishments. Indeed, additional wrongdoing is noted on the part of Grimmer and Livingston defendants against the Petitioners, with respect to their involvement with the adjudication for the adjacent tract. Petitioners became aware that the adjacent tract was to be adjudicated as a result of tax issues. Petitioners contacted Defendant Livingston regarding the adjacent tract only to be told repeatedly the adjacent tract was not to be adjudicated. However, upon information and belief and therefore Petitioners allege, the adjacent tract was ultimately sold without advertisement or any of the legal requirements for sale.

18.

Upon information and belief and therefore Petitioners allege, the defendants acted jointly with one another to impede and obstruct Petitioners’ ability to sell, develop, or otherwise use their property for the Project.

19.

As a result of the actions of the defendants, Petitioner David Roberts has sustained damages which include, but are not limited to, loss of reputation and standing in the community, loss of earning capacity, lost profits and wages, emotional distress and mental anguish, and all such other damages as will be more fully shown at trial of this matter.

20.

As a result of the actions of the defendants, Petitioner Bradley Roberts has sustained damages which include, but are not limited to, loss of reputation and standing in the community, loss of earning capacity, lost profits and wages, effective removal of his property from the stream of commerce, emotional distress and mental anguish, and all such other damages as will be more fully shown at trial of this matter and all for which Petitioner Roberts specifically sues for herein.

21.

As a result of the actions of the defendants, Petitioner Pine Shadows has sustained damages which include, but are not limited to, loss of earnings, lost profits, effective removal of its property from the stream of commerce, loss of business and earning capacity, and all such other damages as will be more fully shown at trial of this matter and all for which Petitioner Pine Shadows specifically sues for herein.

22.

At all times pertinent hereto, defendants, Livingston and Grimmer, were “persons” acting “under color of authority” within the meaning and intent of 42 U.S.C. §1983. At all times pertinent hereto, the Price defendants acted jointly and in concert with defendants, Livingston and Grimmer, such that they are likewise “persons” acting “under color of authority” within the meaning and intent of 42 U.S.C. §1983.

23.

At all times pertinent hereto, Petitioners enjoyed the clearly established rights to liberty and to their good name and reputation under the 14th Amendment to the United States Constitution, the right to engage in commerce pursuant to the Commerce Clause to the United States Constitution, the right to be free from taking pursuant to the Takings Clause of the United States Constitution, the right to due process of the laws pursuant to the 14th Amendment to the United States Constitution, and the right of association pursuant to the 1st Amendment to the United States Constitution.

24.

The collective and concerted actions of the defendants impaired, interfered with, and abridged Petitioner’s clearly established rights. The defendants are thus liable unto Petitioners pursuant to 42 U.S.C. §1983.

25.

The actions of the defendants were in wanton and reckless disregard for Petitioners’ clearly

established rights. The defendants are thus liable unto Petitioners for punitive damages as allowed by law.

26.

Petitioners are entitled to and desire an award of attorney's fees pursuant to Federal law.

27.

Petitioners are entitled to all such other relief afforded to them at law or in equity.

28.

Petitioners are entitled to and desire trial by jury of this matter.

WHEREFORE, Petitioners, Bradley Roberts, David E. Roberts and Pine Shadows Property, LLC, pray for trial by jury and after due proceedings are had that there be judgment herein in their favor and against defendants, Mike Grimmer, individually and in his official capacity as the Parish President for Livingston Parish, The Parish of Livingston, through the Livingston Parish Council, Earl Price, and Richard Price Contracting Co, LLC, for all sums as are reasonable under the premises, punitive damages as allowed by law, attorney's fees, all costs of these proceedings, legal interest thereon from the date of demand until paid, and all such other relief afforded at law or in equity.

Respectfully submitted,

By: _____
Jill L. Craft, #20922
Attorney at Law, LLC
721 North Street
Baton Rouge, Louisiana 70802
(225) 663-2612

PLEASE SERVE:

Mike Grimmer
Parish President for Livingston Parish, Louisiana
P.O Box 427
Livingston, Louisiana 70754

The Parish of Livingston, through
Livingston Parish Council,
through its President,
Mr. Mike Grimmer
P.O Box 427
Livingston, Louisiana 70754

Mr. Earl Price,
at his place of employment,
Richard Price Contracting Co, LLC
25509 Walker South Road
Denham Springs, Louisiana 70726

FILED Mar 30 2011
Signed [Signature]
Dy. Clerk
A True Copy [Signature]
[Signature]
Dy. Clerk

Richard Price Contracting Co, LLC
through its agent for service of process,
Richard E. Price
25509 Walker South Road
Denham Springs, Louisiana 70726

19TH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

NUMBER _____ DIVISION " _____ "

DAVID E. ROBERTS, BRADLEY ROBERTS AND PINE SHADOWS PROPERTY, LLC

VERSUS

THE PARISH OF LIVINGSTON, THROUGH THE LIVINGSTON PARISH
COUNCIL, EARL PRICE, AND
RICHARD PRICE CONTRACTING CO., LLC

VERIFICATION

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

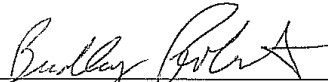
BEFORE ME, the undersigned Notary Public, personally came and appeared:

Bradley Roberts

and

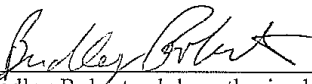
Pine Shadows Property, LLC, appearing herein through its duly authorized
representative, Bradley Roberts

who upon being duly sworn did depose and state that they are the Petitioners in the above and
foregoing Petition, that they have read same and all facts and allegations contained therein are
true and correct.



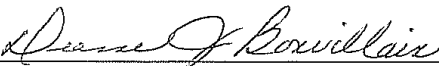
Bradley Roberts

Pine Shadows Property, LLC

By: 

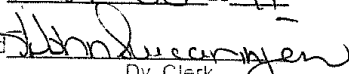
Bradley Roberts, duly authorized representative

SWORN TO AND SUBSCRIBED before me, Notary Public, this 29TH day of March,
2011.

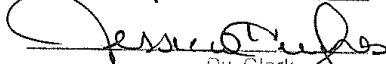


DEANNE J. BONVILLAIN
LA. NOTARY ID # 58185
MY COMMISSION IS FOR LIFE

FILED mar 30 20 11

Signed 
Dy. Clerk

A True Copy April 4 20 11


Dy. Clerk

19TH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

NUMBER _____ DIVISION " ____ "

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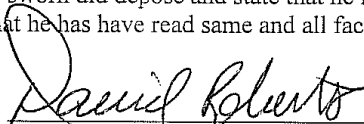
VERIFICATION

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

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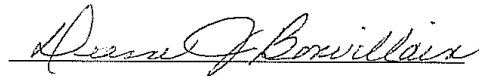
David E. Roberts

who upon being duly sworn did depose and state that he is a Petitioner in the above and foregoing Petition, that he has have read same and all facts and allegations contained therein are true and correct.

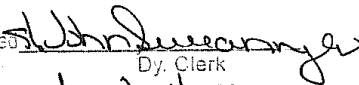
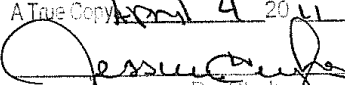


David E. Roberts

SWORN TO AND SUBSCRIBED before me, Notary Public, this 29TH day of March,
2011.



DEANNE J. BONVILLAIN
LA. NOTARY ID # 58185
MY COMMISSION IS FOR LIFE

FILED March 30, 2011
Signed 
By, Clerk
A True Copy April 4, 2011

By, Clerk