

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

GREATER NEW ORLEANS FAIR  
HOUSING ACTION CENTER

*Plaintiff*

v.

JERRY WAYNE KELLY, JR.; 4233  
FOUNTAINBLEAU DR NOLA LLC;  
7927 1/2 BIRCH ST NOLA LLC; and  
INVESTMENT PROPERTIES OF J & L,  
LLC

*Defendants*

CIVIL ACTION NO.: 18-8177

SECTION: R

DIVISION: 2

JUDGE: VANCE

MAGISTRATE JUDGE: WILKINSON

JURY DEMANDED

**PLAINTIFF'S MOTION TO ENFORCE THE SETTLEMENT AGREEMENT**

NOW INTO COURT, through undersigned counsel, comes Plaintiff Louisiana Fair Housing Action Center ("LAFHAC"), formerly Greater New Orleans Fair Housing Action Center, who respectfully requests that this honorable Court issue an order enforcing the Settlement Agreement ("Settlement") entered into by LAFHAC and Defendants Jerry Wayne Kelly, Jr., 4233 Fountainebleau Dr. NOLA LLC, 7927 ½ Birch St. NOLA LLC, and Investment Properties of J&L, LLC. This Settlement is attached as Exhibit A to the Memorandum in Support of Plaintiff's Motion to Enforce the Settlement Agreement ("Memorandum in Support"), filed herewith.

Undersigned counsel has made a good faith effort to ensure Defendants' compliance since the Settlement's execution on February 17, 2020. Defendants have violated several provisions. Because the legal authority in support of this motion is well established, LAFHAC further requests that this honorable Court order that (1) Defendants hire a Property Manager from a licensed real estate company; (2) the Property Manager acknowledge in writing the

requirements of the Settlement; (3) the Property Manager provide monthly reports to LAFHAC documenting any contact between Defendant Kelly and tenants or applicants—whether or not the individual has signed a waiver—and attaching copies of the leases of any new tenants; (4) Defendants distribute the sexual harassment policy and the no-contact notice to all current tenants within one week of the Court’s order or some other reasonable time; (5) Defendants confirm the distribution in writing to LAFHAC, by the same or a similar deadline; (6) Defendants include the no-contact notice, sexual harassment policy, and LAFHAC’s contact information as a separate addendum to all future leases; and (7) Defendants offer waivers of the no-contact provision only to tenants who affirmatively request them rather than by default in the context of lease execution or in response to requests for property management services. In support thereof, mover urges the reasons set forth in the accompanying memorandum.

WHEREFORE, LAFHAC respectfully requests that this honorable Court:

- A. Enter an order reproducing the terms of the Settlement Agreement and ordering Defendants to complete specific performance of each obligation therein, and specifying that those obligations include the requirements that:
  - (1) Defendants hire a Property Manager from a licensed real estate company;
  - (2) the Property Manager acknowledge in writing the requirements of the Settlement; (3) the Property Manager provide monthly reports to LAFHAC documenting any contact between Defendant Kelly and tenants or applicants—whether or not the individual has signed a waiver—and attaching copies of the leases of any new tenants; (4) Defendants distribute the sexual harassment policy and the no-contact notice to all current tenants within one week of the Court’s order or some other reasonable time; (5) Defendants

confirm the distribution in writing to LAFHAC, by the same or a similar deadline; (6) Defendants include the no-contact notice, sexual harassment policy, and LAFHAC's contact information as a separate addendum to all future leases; and (7) Defendants offer waivers of the no-contact provision only to tenants who affirmatively request them; and

B. Award all other relief this Court finds appropriate.

Respectfully submitted,

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