

STATE OF LOUISIANA * PARISH OF CONCORDIA

7TH JUDICIAL DISTRICT COURT

ERIN WOODRUFF, LESLEE BRYAN
CAROL FAIRBANKS, YOLANDA MCCLURE
AND SHIRBY EVANS

FILED: 3/7/25

VERSUS

55737 (B)

JCP MANAGEMENT, INC. and
MONTEREY RURAL WATER SYSTEM, INC.

Susan Vaughan
DEPUTY CLERK

PETITION FOR DAMAGES AND FOR CLASS CERTIFICATION

NOW INTO COURT, through undersigned counsel, come the Petitioners, Erin Woodruff, Leslee Bryan, Carol Fairbanks, Yolanda McClure and Shirby Evans, ("Plaintiffs" or "Petitioners"), all residents of the Parish of Concordia, who respectfully represent:

PARTIES

1.

The Petitioners bring this suit as a class action pursuant to article 591, *et seq.*, of the Louisiana Code of Civil Procedure, on behalf of themselves and all other persons or entities similarly situated who are customers of, who are served by, and/or who otherwise obtain water from the Monterey Rural Water System, Inc. ("MRWS").

Defendants are:

- A. JCP MANAGEMENT, INC. ("JCP"), a domestic corporation authorized and doing business in the State of Louisiana, who can be served through its registered agent, Glen D. Womack, 5739 Hwy. 8 East, Harrisonburg, Louisiana 71340; and
- B. MONTEREY RURAL WATER SYSTEM, INC. ("MRWS"), a domestic non-profit corporation, authorized to do and doing business in the State of Louisiana, who may be served through its registered agent, Austin Lipsey, 200 Advocate Row, Vidalia, LA 71373.

2.

Defendants are jointly and severally indebted to Petitioners as hereinafter set forth, with legal interest thereon from the date of judicial demand until paid, and for all costs, for the reasons below.

JURISDICTION

3.

This Court has jurisdiction over the claims of the Petitioners and all other persons and entities that are similarly situated. La. Code Civ. Proc. Ann. arts. 2, 6.

4.

The losses and damages the Petitioners, and others similarly situated, have suffered and continue to suffer satisfy the jurisdictional amount of this Court.

VENUE

5.

Venue is proper in this Court because:

- A. The Petitioners and all the defendants are Louisiana residents.
- B. Concordia Parish is where MRWS supplies water to the Petitioners and to all other persons or entities who are similarly situated.
- C. Concordia Parish is where JCP inspected, repaired, maintained and operated the MRWS Water Plants for the intended use and benefit of the Petitioners and all others similarly situated; and
- D. Concordia Parish is where the Petitioners and all others similarly situated have suffered damages and losses and continue to suffer damages and losses as the direct result of the breach of contract, negligence and tortious conduct of the defendants.

FACTS

6.

The Petitioners live in the Monterey community located in southern Concordia Parish, Louisiana and are customers of, are served by, or otherwise obtain and pay for water from MRWS.

7.

The Petitioners depend and rely upon MRWS for their water supply, which is sourced from various water wells in Concordia Parish. At all times relevant to this case, JCP operated, oversaw, managed, controlled and had *garde* over all MRWS water wells, Plantss, tanks, equipment, pipes, lines, and other water production property and facilities (collectively referred to as the "MRWS Water Plants").

8.

Various Boil Water Advisories have been issued by the Louisiana DHH during the operation of the MRWS Water Plants by JCP, with the most recent advisory being issued effective January 29, 2025. This most recent advisory was a *system wide* boil water advisory issued due to the high sodium and chloride content in the water produced by the MRWS Plants.

9.

As of the date of filing this suit, the above Boil Water Advisory is still in effect. The Petitioners and all other persons similarly situated have not been able to drink, cook with, or otherwise consume the water processed by the MRWS Water Plants in a routine and ordinary way. Further, the water provided by the MRWS Water Plants to the Petitioners and all others similarly situated is discolored, has an offensive odor, is corrosive, has a high salt content, and is not clean, safe, or potable.

10.

JCP has failed to operate the MRWS Water Plants so that it produces clean, safe, potable water for use and consumption by its customers, who are the Petitioners and all other persons and/or entities who or that are similarly situated.

11.

As a direct result of the defendants' failure to supply the Petitioners with safe, clean, potable water, the Petitioners have suffered and continue to suffer losses and damages, including personal economic loss, loss of use and enjoyment of property, loss of personal income, loss of business income, diminution in the value of property, diminution in the value of businesses, loss of enjoyment of life, fear of contraction of disease and illness, inconvenience, annoyance, discomfort, and mental and emotional distress.

12.

The Petitioners state that all other persons and/or entities similarly situated (the putative class members) have suffered and continue to suffer these same losses and damages.

CLASS CLAIMS

13.

Until a more detailed description is required, the Petitioners submit that the class of persons and entities that should be managed as a class action can be defined as follows:

“All persons or entities who are customers of, who are served by, and/or who otherwise are or were dependent on the MRWS Water Plants for their source of a clean, safe, potable water supply, and who claim that they suffered damage or loss as a result of the failures of MRWS and JCP to supply them with such”.

14.

This lawsuit is appropriate for management as a class action pursuant to Louisiana class action procedure defined in articles 591 through 597 of the Louisiana Code of Civil Procedure, for the following reasons:

A. There are several thousand persons and/or businesses who receive their water supply from the MRWS Water Plants. These persons and businesses have been unable for many months (as of the date of filing of this suit) to use the water processed by the MRWS Water Plants in a routine and ordinary manner. Therefore, the number of potential claimants satisfies the numerosity requirement for a class action, because the proposed class is so large that joinder of all the members is impracticable. La. Code Civ. Proc. Ann. art. 591 (A)(1).

B. Common questions of law and fact exist, such as:

1. Whether JCP committed acts of negligence and/or omissions that resulted in the failure of the MRWS Water Plants to produce clean, safe, potable water for its customers.

2. Whether MRWS committed acts of negligence and/or omissions that resulted in the failure of the MRWS Water Plants to produce clean, safe, potable water for its customers.

3. Whether JCP breached its contract with MRWS to provide the customers of MRWS with clean, safe, potable water.

4. The terms of all contracts or agreements between JCP and MRWS regarding the JCP's operation of the MRWS Water Plants.

5. A determination of the cause or causes of the failure of the MRWS Water Plants to produce clean, safe, potable water for its customers.

6. Whether the class members have incurred costs in obtaining safe water from alternative sources due the failure of the MRWS Water Plants, and, if so, the amount of those costs.

7. Whether the class members have incurred additional costs charged by JCP in the form of charges or fees passed on to them in their water bills due to the failure of the MRWS Water Plants to produce clean, safe, potable water, and, if so, the amount of those costs.

8. Whether a failure or malfunction of any component part or appurtenance at the MRWS Water Plants caused or contributed to its failure to produce clean, safe, potable water.

9. Whether MRWS has a duty to supply clean, safe, potable water to its customers.

10. Whether JCP has a duty to supply clean, safe, potable water to the customers of MRWS.

11. Whether the contract between MRWS and JCP constitutes a *stipulation pour autrui* under the provisions of Louisiana Civil Code articles 1978 and/or 1985.

12. Whether the Petitioners and the class of people they seek to represent are third-party beneficiaries of the contract between MRWS and JCP under the provisions of Louisiana Civil Code articles 1978 and/or 1985.

13. Whether compensation is owed to the Petitioners and the class of people they seek to represent by MRWS and JCP for the damages and losses they have suffered as a result of the failure of MRWS and JCP to produce clean, safe, potable water, and, if so, the nature and amount of those damages.

14. Whether MRWS is at fault in causing damages to the Petitioners and the class of people they seek to represent.

15. Whether JCP is at fault in causing damages to the Petitioners and the class of people they seek to represent.

16. The amount of damages owed by MRWS to the Petitioners and the class of people they seek to represent.

17. The amount of damages owed by JCP to the Petitioners and the class of people they seek to represent.

Other common issues of law or fact may be articulated during this litigation, but this preliminary, non-exclusive list is provided to identify the presence of sufficient common issues of law and fact to demonstrate that this case satisfies the commonality requirement. La. Code Civ. Proc. Ann. art. 591 (A)(2).

C. The claims of the named Petitioners are typical of the claims of the class members they propose to represent. The fact that the customers of the MRWS Water Plants have been prevented from using water in an ordinary and routine way is a matter of public record. If, by their negligent acts or omissions and/or breach of contract, the defendants are at fault for the MRWS Water Plants's failure to produce clean, safe, potable water, then the class should be entitled to compensation in the same manner and to the same degree as that which is being sought by the named Petitioners. La. Code Civ. Proc. Ann. art. 591 (A)(3).

D. The named Petitioners will fairly and adequately protect the interests of the absent class members. The Petitioners have not been promised or offered any special consideration or compensation for serving as representative plaintiffs. The Petitioners have no special interest in the outcome of this litigation that conflicts with the interests of the absent class members. The Petitioners each have a personal interest in the outcome of this litigation, and they are willing to take an active part in the litigation and to perform the duties expected of a class representative. La. Code Civ. Proc. Ann. art. 591 (A)(4).

E. A preliminary definition of the class has been proposed above. This is an objective definition that includes class membership criteria that are ascertainable in a way that will permit the Court to clearly and specifically determine the constituency of the class for purposes of providing adequate class notice, if notice is required by the provision under which the action is certified as a class action, La. Code Civ. Proc. Ann. arts. 592 (B), 592 (E)(2), and for purposes of establishing the conclusiveness of any settlements or judgments that may be reached or rendered. La. Code Civ. Proc. Ann. art. 591 (A)(5).

F. If numerous members of this proposed class are forced to try their claims individually against the defendants it could result in inconsistent or varied decisions on those claims, and may establish incompatible standards of conduct for the defendants. The results of the numerous cases may not be consistent and compatible with one another. La. Code Civ. Proc. Ann. art. 591 (B)(1)(a).

G. Trying the class members' claims on a one-by-one basis could create a risk of the Court having trials of some claims that would, as a practical matter, be dispositive of the interests of other class members who were not parties to those trials, and, therefore, not present to protect their interests. Having individual trials of all these claims also could substantially impair or impede the ability of the other class members to protect their interests, especially those who would unfortunately be forced (due to scheduling or docketing conflicts) to wait months or years to have their individual claims tried. Having individual trials also tends to deplete the financial resources of the defendants in favor of those whose cases are tried first. La. Code Civ. Proc. Ann. art. 591 (B)(1)(b).

H. The Petitioners and class members seek to receive reimbursement and compensation for the damages and losses they have suffered due to the defendants' actions. La. Code Civ. Proc. Ann. art. 591 (B)(3).

I. The Petitioners and class members are represented by skilled attorneys who are experienced in litigating class actions and serving as class counsel. Said attorneys will litigate this action in a competent, expeditious, efficient, and economic manner for the best interests of petitioners and class members. Said attorneys are financially capable of advancing the costs and expenses of this litigation on behalf of petitioners and the class. La. Code Civ. Proc. Ann. art. 591 (A)(4).

BREACH OF CONTRACT

15.

MRWS contracted with JCP to operate the MRWS Water Plants in such a manner to provide to the customers of MRWS, including the Petitioners and those similar situated, with clean, safe, potable water.

16.

The contract between MRWS with JCP required JCP to operate the MRWS Water Plants for the use and benefit of the Petitioners, by supplying the Petitioners and others with clean, safe, potable water.

17.

Despite the contractual duty JCP owed to MRWS and its customers, including the Petitioners, JCP breached its contract with MRWS and the Petitioners, and failed to produce and provide clean, safe, potable water to the Petitioners, which breach was a direct cause of the Petitioners' losses and damages set forth below.

18.

The MRWS Water Plants operated by JCP failed to function properly under certain hydrological conditions that JCP knew or should have known would occur or were likely to occur. JCP was paid for its work pursuant to its contract with MRWS, even though the water it produced, provided, and billed to the Petitioners and others was and is not clean, safe, or potable. As such, JCP was unjustly enriched, to the detriment of the Petitioners and the other customers of the MRWS Water Plants. La. Civ. Code Ann. arts. 2054, 2055.

19.

The contract between MRWS and JCP constitutes a *stipulation pour autrui* in favor of the Petitioners and others similarly situated. La. Civ. Code Ann. arts. 1978, 1985.

20.

The Petitioners and the class of persons and entities they seek to represent are the third-party beneficiaries of the contract between MRWS and JCP. La. Civ. Code Ann. arts. 1978, 1985.

NEGLIGENCE

21.

The Petitioners' losses and damages were caused by the negligent acts and/or omissions of JPC, including the following:

- A. Failure to exercise the requisite degree of care owed by the operator of a water Plants, including the MRWS Water Plants, to those customers who receive their water supply therefrom.
- B. Failure to exercise the requisite degree of care in maintaining, and/or repairing, and/or operating the MRWS Water Plants.
- C. Failure to exercise the requisite degree of care in timely recognizing that the MRWS Water Plants was not functioning properly.
- D. Failure to exercise the requisite degree of care in timely repairing the MRWS Water Plants so that its failure to produce clean, safe, potable water and the multiple Boil Water Notices could have been prevented.
- E. Failure to exercise the requisite degree of care in responding to malfunctions at the MRWS Water Plants.
- F. Failure to exercise the requisite degree of care in ensuring that the employees charged with the responsibility of operating the MRWS Water Plants were properly trained and credentialled, and that their training and credentials were timely updated.
- G. Failure to exercise the requisite degree of care in ensuring that the employees charged with the responsibility of maintaining and/or repairing the MRWS Water Plants were properly trained and credentialled, and that their training and credentials were timely updated.
- H. Failure to exercise the requisite degree of care in budgeting and obtaining sufficient funds for the maintenance, repair, and operation of the MRWS Water Plants.
- I. Failure to produce clean, safe, potable water at the MRWS Plants for its customers, including petitioners.
- J. Failure to properly and timely flush the water lines; and

K. All acts of negligence proven at trial.

22.

The Petitioners' damages and losses were caused by the negligent acts and/or omissions of MRWS including, but not limited to, the following acts and/or omissions:

- A. Failure to properly study, investigate, document, and/or test for the hydrologic conditions under which the MRWS Plants could be expected to operate and produce clean, safe, potable water, including the source of the water supply.
- B. Failure to exercise the requisite degree of care in ensuring that the employees hired and charged with the responsibility of operating the MRWS Plants were properly trained and credentialled, and that their training and credentials were timely updated.
- C. Failure to exercise the requisite degree of care in ensuring that the employees hired and charged with the responsibility of maintaining and/or repairing the MRWS Plants were properly trained and credentialled, and that their training and credentials were timely updated.
- D. Failure to hire a competent operator to operate the MRWS Plants, particularly after the repeated failures of JCP to operate the Plants so that it would consistently produce clean, usable, safe, potable water.
- E. Failure to protect the Petitioners and all others similarly situated from exposure to unclean, unsafe, unhealthy water.
- F. All acts of negligence proven at trial.

23.

The above acts and/or omissions of MRWS and JCP are a direct cause of the failure of the MRWS Water Plants to supply the Petitioners with clean, safe, potable water, and are a direct cause of the losses and damages suffered by the Petitioners. Accordingly, JCP and MRWS are liable to the Petitioners jointly, severally, and *in solido*, for all damages to which petitioners are entitled by law.

DAMAGES

24.

As a direct result of the acts and/or omissions of JCP and MRWS, the Petitioners, and all others similarly situated, have suffered and continue to suffer losses and damages for which they

seek compensation in amounts in excess of the minimal jurisdictional limits of this Court that were or should have been reasonably foreseeable to the defendants, which damages and losses include the following:

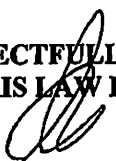
- A. Expenses incurred in obtaining safe water from other sources;
- B. Expenses incurred in replacing filters, faucets, water heaters, and other appliances;
- C. Loss of personal and/or business income;
- D. Expenses incurred in replaced water-damaged clothing;
- E. Expenses incurred in boiling, treating, preparing and/or filtering water;
- F. Expenses incurred in replacing water-damaged plants and/or other landscaping;
- G. Loss of enjoyment of life;
- H. Loss of use and enjoyment of property;
- I. Diminution in property value and/or business values;
- J. Fear of contraction of disease and/or illness;
- K. Inconvenience, annoyance, and discomfort;
- L. Mental and emotional distress; and
- M. All other damages that may be proved at trial.

PRAYER FOR RELIEF

25.

WHEREFORE, the Petitioners pray that service and citation be issued to the defendants and after all legal delays and due proceedings that there be Judgment in favor of the Petitioners, Erin Woodruff, Lesley Bryan, Carol Fairbanks, Yolanda McClure and Shirby Evans, and all other similarly situated persons, and against the defendants, JCP Management, Inc., and Monterey Rural Water System, Inc., in amounts reasonable in the premises, with legal interest thereon from date of judicial demand until paid, and for all costs of these proceedings.

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