

IN THE CIRCUIT COURT OF BOONE COUNTY, MISSOURI

Tamitra Williams,

and

Shania Pate**Plaintiffs,**

v.

Yarco Company, Inc.,

Serve registered agent:

Clifton R. Cohn

7920 Ward Pkwy

Kansas City, MO 64114

and

LIH Columbia Square Associates, LLC,

Serve registered agent:

Alexander Kuehling

7733 Forsyth Blvd., 4th Floor

Saint Louis, MO 63105

and

LEDG Capital, LLC,

Serve registered agent:

Alexander Kuehling

7733 Forsyth Blvd., 4th Floor

Saint Louis, MO 63105

Defendants.

Case No. _____

JURY TRIAL DEMANDED

PETITION

COME NOW Plaintiffs Tamitra Williams and Shania Pate (collectively, "Plaintiffs"), by and through undersigned counsel, and for their claims against Defendants Yarco Company, Inc. ("Yarco"), LIH Columbia Square Associates, LLC ("Columbia Square Associates"), and LEDG Capital, LLC ("LEDG") (collectively, "Defendants"), jointly and severally, state as follows:

THE PARTIES

1. Plaintiff Tamitra Williams is an individual who resides in Boone County, Missouri.
2. Plaintiff Shania Pate is an individual who resides in St. Louis City, Missouri.
3. Tamitra Williams is the natural mother of decedent J.S.W.
4. Shania Pate is the natural mother of decedent T.S.P.
5. J.S.W. and T.S.P. were both residents of Boone County, Missouri at the time of their deaths.
6. Defendant Yarco Company, Inc., Charter No. 00167050, is a domestic corporation in good standing, and resides in Jackson County, Missouri at 7920 Ward Pkwy, Kansas City, MO 64114.
7. Defendant LIH Columbia Square Associates, LLC, Charter No. LC1789532, is a domestic limited liability company with a principal office address at 1200 5th Avenue, Suite 1825, Seattle, WA 98101.
8. Defendant LEDG Capital, LLC, Charter No. FL1433112, is a foreign limited liability company with a principal office address at 1200 5th Avenue, Suite 1825, Seattle, WA 98101.
9. Upon information and belief, Defendant Yarco is the property manager for the Columbia Square Townhome Apartments located at 1715 W Worley St # D, Columbia, MO 65203.
10. Upon information and belief, Defendant Columbia Square Associates and Defendant LEDG own or have a significant ownership interest in the Columbia Square Townhome Apartments located at 1715 W Worley St # D, Columbia, MO 65203.

JURISDICTION & VENUE

11. All acts and occurrences referred to herein occurred in Boone County, Missouri.

12. Venue is proper in Boone County, Missouri pursuant to RSMo. § 508.010¹ because the acts or occurrences herein alleged took place in Boone County, Missouri.

FACTUAL ALLEGATIONS

13. The Columbia Square Townhome Apartments are a residential housing complex located at 1715 W Worley Street, Columbia, Missouri 65203.
14. The Columbia Square Townhome Apartments provide affordable housing for low income families.
15. As a result of owning and operating the Columbia Square Townhome Apartments, Defendants receive, *inter alia*, tax credits through the Missouri Housing Development Commission's Low Income Housing Tax Credit ("LIHTC") program.²
16. By participating in the LIHTC program, Defendants guarantee that all units are suitable for occupancy by meeting Uniform Physical Condition Standards requirements, local health, safety and building codes are taken into account, and that the on-site management team complies with all applicable rules, regulations and policies which govern the property.

Smoke Alarm Requirements

17. The Columbia City Code of Ordinances ("City Code") adopts various building and maintenance requirements for the safety of occupants of commercial and residential properties within the City of Columbia.
18. Section 6-65 of the City Code adopts the 2018 Edition of the International Residential Code for One- and Two-Family Dwellings ("IRC").

¹ All statutory references are to the Revised Statutes of Missouri (2022).

² The Columbia Square Townhome Apartments HUD ID Number is MOA20030030.

19. Section R314.3 of the IRC includes the following requirement:

Smoke alarms shall be installed in the following locations:

1. In each sleeping room.
2. Outside each separate sleeping area in the immediate vicinity of the bedrooms.
3. On each additional *story* of the *dwelling*, including *basements* and *habitable attics* and not including crawl spaces and uninhabitable *attics*. In *dwellings* or *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full *story* below the upper level.
4. Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a bathroom that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by this section.

20. Section 6-72 of the City Code amends the 2018 Edition of the International Property

Maintenance Code ("IPMC") to include the following requirement:

704.7 Single and multiple-station smoke alarms. Single- and multiple-station smoke alarms shall be tested and maintained in accordance with the manufacturer's instructions. Smoke alarms that do not function shall be replaced. Smoke alarms installed in one- and two-family dwellings should be replaced not more than 10 years from the date of manufacture marked on the unit, or should be replaced if the date of manufacture cannot be determined.

21. In addition to local ordinances, there are federal regulations that apply to low-income housing projects.

22. 26 C.F.R. § 1.42-5(c)(1)(vi) requires that the owner of a low-income housing project to annually certify that:

The buildings and low-income units in the project were suitable for occupancy, taking into account local health, safety, and building codes (or other habitability standards), and the State or local government unit responsible for making local health, safety, or building code inspections did not issue a violation report for any building or low-income unit in the project. If a violation report or notice was issued by the governmental unit, the owner must attach a statement summarizing the violation report or notice or a copy of the violation report or notice to the annual certification submitted to the Agency under paragraph (c)(1) of this section. In addition, the owner must state whether the violation has been corrected;

23. Under 26 C.F.R. § 1.42-5(d)(2)(ii), low-income housing projects are subject to inspection by the Missouri Housing Development Commission to determine whether the buildings and units satisfy the uniform physical condition standards established by 24 C.F.R. § 5.703.

24. 24 C.F.R. § 5.703(d)(3)(i) requires:

The unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, in the following locations:

(A) On each level of the unit;

(B) Inside each bedroom;

(C) Within 21 feet of any door to a bedroom measured along a path of travel; and

(D) Where a smoke detector installed outside a bedroom is separated from an adjacent living area by a door, a smoke detector must also be installed on the living area side of the door.

Tashyra's Apartment

25. On or about December 29, 2020, Tashyra Legardy moved into a rental unit at the Columbia Square Townhome Apartments.

26. Specifically, Tashyra moved into the unit located at 1010 Claudell Lane #103, Columbia, MO 65203 ("Tashyra's apartment").

27. From the date Tashyra moved into her apartment until the date of the fire, smoke alarms were never installed in any of the second floor bedrooms.

28. There were no working smoke alarms present outside the second floor bedrooms, either.

29. In fact, there were no working smoke alarms present on the entire second floor.

30. Prior to December 14, 2022, a maintenance man working for Defendants entered Tashyra's apartment with a ladder and disconnected a non-working smoke alarm in the second floor hallway.

31. After disconnecting the smoke alarm from the ceiling, the maintenance man left the device on the floor in the hallway.

32. After a few days, Tashyra picked up the smoke alarm device and placed it in a drawer so that nobody in her apartment would trip over it until the maintenance man returned to fix it.
33. However, neither the maintenance man nor anybody else ever reconnected, repaired, or installed new smoke alarms in Tashyra's apartment.
34. Thus, as of December 14, 2022, there were no working smoke alarms present in Tashyra's apartment.
35. This unsafe condition existing in Tashyra's apartment was apparently common to many units at the Columbia Square Townhome Apartments.

Multiple Failed Inspections

36. On April 7, 2021, City of Columbia building inspector David Brockhouse ("Inspector Brockhouse") performed an inspection of 30% of the rental units at Columbia Square Townhome Apartments to check for compliance with the City Code.
37. Inspector Brockhouse found that at least 8 units were not in compliance with the City Code due to missing or nonfunctional smoke alarms, and determined he would need to re-inspect the properties on June 16, 2021.
38. On April 29, 2021, Yarco sent a letter to Inspector Brockhouse that it had replaced old smoke detectors and installed new ones in the units he had previously inspected.
39. On June 16, 2021, Inspector Brockhouse re-inspected the premises and made the following internal note:

The violations for the first re-inspection V2 were corrected. The inspection of the additional units indicate many other units have not yet had old smoke alarms replaced. All units did have fire extinguishers but they still need to be mounted. In the 10 additional (random) units inspected other violations were found and a re-inspection of these units plus another additional 10 random units will be inspected for the V3 inspection

40. On June 16, 2021, Inspector Brockhouse again found violations of the City Code's smoke alarm requirements.

The Fire

41. On Tuesday, December 13, 2022, Tashyra Legardy invited her mother, Tamitra Williams, to host a family sleepover at her apartment while she was out of town.
42. Tamitra agreed to watch eleven children – all of whom were Tamitra's children or grandchildren – at Tashyra's apartment.
43. There were eleven children present ranging from ages four to twelve.
44. Eight of the children, including J.S.W. and T.S.P., were sleeping in the second floor bedroom on the north side of the building, while the rest slept downstairs with Tamitra on the first floor.
45. In the early hours of Wednesday morning, December 14, 2022, Tamitra woke up to the smell of smoke.
46. Tamitra did not hear any smoke alarms going off.
47. One of the children suddenly ran downstairs and yelled that there was a fire.
48. Tamitra hurried up the stairs, but she was met with a wall of smoke.
49. Tamitra could make out a red or orange light through the smoke.
50. Tamitra attempted to wake the children and get them out of the building by yelling their names.
51. Eventually, the smoke forced Tamitra out of the building.
52. Tamitra knew the children had been sleeping in the second floor bedroom on the north side of the apartment, so she quickly ran around to that bedroom's window.

53. Tamitra screamed for the children to jump out of the bedroom window onto a small triangular awning above the northern exterior door.
54. Tamitra saw her seven year old daughter J.S.W. standing next to the bedroom window.
55. Tamitra pled with J.S.W. to jump down, and someone would catch her.
56. J.S.W. was too scared to jump.
57. Tamitra lifted her twelve year old son J.W. up towards the window to try to grab his sister, causing his hair to be singed by the extreme heat.
58. Jason was unable to reach J.S.W..
59. J.S.W. stepped away from the window and laid down on the bed with T.S.P..
60. Tamitra heard J.S.W. screaming inside the burning building.
61. Ultimately, both J.S.W. and T.S.P. died in the fire.
62. The Boone County Medical Examiner determined the cause of J.S.W. and T.S.P.'s deaths were "asphyxia due to inhalation of the products of combustion."
63. The autopsy of seven-year-old J.S.W. found the following injuries contributed to her cause of death:
 - a. Carboxyhemoglobin, 48%; and
 - b. Extensive thermal burns.
64. The autopsy of four-year-old T.S.P. found the following injuries contributed to her cause of death:
 - a. Carboxyhemoglobin, 20%; and
 - b. Extensive thermal burns, more than 80% of body surface.

COUNT I – WRONGFUL DEATH OF J.S.W.

65. Plaintiffs hereby incorporate all previous paragraphs above as if fully set forth herein.

66. This claim is brought jointly and severally against Defendants, through their employees and/or agents, pursuant to the provisions of the Missouri Wrongful Death Statute, § 537.080 RSMo.
67. Plaintiff Tamitra Williams, as the natural mother of J.S.W., is within the class of persons entitled to bring a claim for the wrongful death of J.S.W..
68. Defendants had a duty to install, maintain, repair, and/or replace smoke alarms in Tashyra's apartment.
69. Defendants were required to install and replace smoke alarms in that Defendants:
 - a. exercised control over smoke alarms in all units throughout Columbia Square Townhome Apartments; and
 - b. affirmatively disconnected and/or removed the smoke alarms from Tashyra's apartment.
70. Defendants' failure to install, maintain, repair, and/or replace the smoke alarms in Tashyra's apartment constituted a dangerous condition therein.
71. Defendants, through their employees and/or agents, were negligent, careless, and reckless in one or more of the following respects:
 - a. failing to install smoke alarms in the second floor bedrooms of Tashyra's apartment;
 - b. failing to properly inspect Tashyra's apartment;
 - c. failing to maintain Tashyra's apartment in accordance with Section R314.3 of the IRC;
 - d. failing to maintain Tashyra's apartment in accordance with Section 6-72 of the City Code;

- e. failing to maintain Tashyra's apartment in accordance with 24 C.F.R. § 5.703(d)(3)(i);
 - f. failing to maintain working smoke alarms in Tashyra's apartment;
 - g. disconnecting and/or removing smoke alarms in Tashyra's apartment;
 - h. failing to replace smoke alarms in Tashyra's apartment;
72. J.S.W. died as a direct and proximate result of Defendants' negligence, carelessness, and recklessness above, in that she would have escaped the fire if there were working smoke alarms in Tashyra's apartment.
73. Moreover, Defendants were negligent per se in that Defendants failed to comply with § 6-72 of the City Code, § 6-65 of the City Code, and 24 C.F.R. § 5.703(d)(3)(i).
74. J.S.W. was within the class of persons protected by §§ 6-72 and 6-65 of the City Code in that she was an occupant of a one-family dwelling.
75. J.S.W. was within the class of persons protected by 24 C.F.R. § 5.703(d)(3)(i) in that she was the occupant of a residential unit within a low-income housing project.
76. Sections 6-72 and 6-65 of the City Code and 24 C.F.R. § 5.703(d)(3)(i) were designed to keep occupants safe from, *inter alia*, building fires.
77. Defendants' violation of § 6-72 of the City Code, § 6-65 of the City Code, and 24 C.F.R. § 5.703(d)(3)(i) was the direct and proximate cause of J.S.W.'s death in that she would have escaped the fire if there were working smoke alarms in Tashyra's apartment.
78. As a direct and proximate result of the negligent actions and omissions of Defendants, J.S.W. endured extreme pain, suffering, and discomfort before her death.
79. Plaintiff Tamitra Williams has suffered damages from J.S.W.'s death, including funeral expenses, the reasonable value of the services, consortium, companionship, comfort,

instruction, guidance, counsel, training, and support, which would have been offered by J.S.W. but for her death.

WHEREFORE, Plaintiff prays for judgment against Defendants in an amount that is fair and reasonable as determined by a jury, for her costs incurred herein, and for such other and further relief this Court may deem just and proper.

COUNT II – WRONGFUL DEATH OF T.S.P.

80. Plaintiffs hereby incorporate all previous paragraphs above as if fully set forth herein.
81. This claim is brought jointly and severally against Defendants, through their employees and/or agents, pursuant to the provisions of the Missouri Wrongful Death Statute, § 537.080 RSMo.
82. Plaintiff Shania Pate, as the natural mother of T.S.P., is within the class of persons entitled to bring a claim for the wrongful death of T.S.P..
83. Defendants had a duty to install, maintain, repair, and/or replace smoke alarms in Tashyra's apartment.
84. Defendants were required to install and replace smoke alarms in that Defendants:
 - a. exercised control over smoke alarms in all units throughout Columbia Square Townhome Apartments; and
 - b. affirmatively disconnected and/or removed the smoke alarms from Tashyra's apartment.
85. Defendants' failure to install, maintain, repair, and/or replace the smoke alarms in Tashyra's apartment constituted a dangerous condition therein.
86. Defendants, through their employees and/or agents, were negligent, careless, and reckless in one or more of the following respects:

- a. failing to install smoke alarms in the second floor bedrooms of Tashyra's apartment;
 - b. failing to properly inspect Tashyra's apartment;
 - c. failing to maintain Tashyra's apartment in accordance with Section R314.3 of the IRC;
 - d. failing to maintain Tashyra's apartment in accordance with Section 6-72 of the City Code;
 - e. failing to maintain Tashyra's apartment in accordance with 24 C.F.R. § 5.703(d)(3)(i);
 - f. failing to maintain working smoke alarms in Tashyra's apartment;
 - g. disconnecting and/or removing smoke alarms in Tashyra's apartment;
 - h. failing to replace smoke alarms in Tashyra's apartment;
87. T.S.P. died as a direct and proximate result of Defendants' negligence, carelessness, and recklessness above, in that she would have escaped the fire if there were working smoke alarms in Tashyra's apartment.
88. Moreover, Defendants were negligent per se in that Defendants failed to comply with § 6-72 of the City Code, § 6-65 of the City Code, and 24 C.F.R. § 5.703(d)(3)(i).
89. T.S.P. was within the class of persons protected by §§ 6-72 and 6-65 of the City Code in that she was an occupant of a one-family dwelling.
90. T.S.P. was within the class of persons protected by 24 C.F.R. § 5.703(d)(3)(i) in that she was the occupant of a residential unit within a low-income housing project.
91. Sections 6-72 and 6-65 of the City Code and 24 C.F.R. § 5.703(d)(3)(i) were designed to keep occupants safe from, *inter alia*, building fires.

92. Defendants' violation of § 6-72 of the City Code, § 6-65 of the City Code, and 24 C.F.R. § 5.703(d)(3)(i) was the direct and proximate cause of T.S.P.'s death in that she would have escaped the fire if there were working smoke alarms in Tashyra's apartment.
93. As a direct and proximate result of the negligent actions and omissions of Defendants, T.S.P. endured extreme pain, suffering, and discomfort before her death.
94. Plaintiff Shania Pate has suffered damages from T.S.P.'s death, including funeral expenses, the reasonable value of the services, consortium, companionship, comfort, instruction, guidance, counsel, training, and support, which would have been offered by T.S.P. but for her death.

WHEREFORE, Plaintiff prays for judgment against Defendants in an amount that is fair and reasonable as determined by a jury, for her costs incurred herein, and for such other and further relief this Court may deem just and proper.

COUNT III – NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

95. Plaintiffs hereby incorporate all previous paragraphs above as if fully set forth herein.
96. Defendants had a duty to maintain, repair, and/or replace smoke alarms in Tashyra's apartment.
97. Defendants should have realized that their failure to maintain, repair, and/or replace smoke alarms in Tashyra's apartment involved an unreasonable risk of causing emotional distress.
98. As a direct and proximate result of Defendants' negligence, J.S.W. and T.S.P. were unable to escape the fire in Tashyra's apartment.
99. Tamitra Williams was within the zone of danger when she saw her daughter, J.S.W., trapped in the burning building, and heard her screaming as she burned to death.

100. As a direct and proximate result of Defendants' negligence, Tamitra Williams sustained emotional distress that is both medically diagnosable and medically significant.

WHEREFORE, Plaintiff Tamitra Williams prays for judgment against Defendants in an amount that is fair and reasonable as determined by a jury, for her costs incurred herein, and for such other and further relief this Court may deem just and proper.

REQUEST FOR TRIAL BY JURY

Plaintiffs demand a trial by jury on all issues.

Respectfully Submitted,

/s/ Matthew B. Woods

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