

CIVIL DISTRICT COURT FOR THE PARISH OF ORLEANS

STATE OF LOUISIANA

DOCKET NO.

DIVISION “ ”

SECTION

NATALIE STERLING

VERSUS

JONATHAN ONEY

FILED: _____

DEPUTY CLERK

PETITION FOR SPECIFIC PERFORMANCE AND DAMAGES

The Petition of **NATALIE STERLING** respectfully represents:

PARTIES

1.

Plaintiff, **NATALIE STERLING** (hereinafter referred to as “Petitioner,” “Plaintiff,” or “**STERLING**”), is an individual of the age of majority and a resident of Orleans Parish, Louisiana.

2.

Made Defendant herein is:

A. **JONATHAN ONEY** (hereinafter referred to as “Defendant” or “**ONEY**”), is an individual of the age of majority and a resident of Orleans Parish, Louisiana.

FACTS

3.

This case arises out of Defendant’s bad faith breach of a Purchase Sales Agreement (hereinafter referred to as “the PSA”), attached as Exhibit “A”, for the sale of his home on the west bank of New Orleans, located at 5530 Tullis Drive, as fully described in Exhibit “B” (hereinafter referred to as the “Property”), to **STERLING**. After months of negotiations between the parties and a great deal of time and expense exerted by **STERLING** in preparation (including obtaining appraisals, financing, and inspections) for the passing of the act of sale, **ONEY**, without notice or cause, breached the PSA by intentionally failing to appear for the passing of the act of sale on August 29, 2018, and remained absent and unavailable through the expiring term of the PSA on August 30, 2018, evidenced by the *Process Verbal* filed by Plaintiff, attached as Exhibit “C”.

4.

On June 20, 2018, **STERLING**, a first-time home buyer, entered into the PSA with **ONEY**

wherein **STERLING** agreed to purchase and **ONEY** agreed to sell the Property on August 1, 2018. See Exhibit "A". The agreed upon purchase price was set at ONE HUNDRED SIXTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$167,500.00) DOLLARS. **STERLING**, acting in good faith and in accordance with PSA, provided a deposit check of FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS to Latter & Blum, attached as Exhibit "D".

5.

On July 30, 2018, the parties executed an addendum to the PSA (hereinafter referred to as "Amended PSA"), attached as Exhibit "E", to allow **STERLING** more time to secure financing for the purchase of the Property, a requirement of the PSA. In addition to the amendment to the financing provision, the parties mutually agreed to extend the act of sale date to August 30, 2018, which had been originally set for August 1, 2018. See Exhibit "E".

6.

Following **STERLING'S** ability to secure financing, the parties mutually agreed to proceed to the act of sale on August 29, 2018, at 4:00 PM at Crescent Title, LLC located at 7037 Canal Boulevard, New Orleans, LA 70124. Upon information and belief, **ONEY** left town on the morning of August 15, 2018, and had not returned as of August 30, 2018. **ONEY** not only willfully breached the PSA by not appearing at the passing of the act of sale, but he also failed to make the Property available for final inspection/walk-thru and allowed **STERLING** to continue to incur costs and expenses to her detriment. Prior to and through the expiration date of the PSA, **STERLING** and her real estate agent attempted several times to contact **ONEY** by e-mails, texts, and phone calls, but to no avail.

7.

ONEY'S failure to appear and execute the Act of Sale constitutes a breach of the PSA and those terms as amended in the Amended PSA. The PSA provides specified remedies in the event of a seller's breach, as follows:

255	
256	DEFAULT OF AGREEMENT BY THE SELLER: In the event of any default of this Agreement by the SELLER,
257	the BUYER shall at the BUYER'S option have the right to declare this Agreement null and void with no further
258	demand, or to demand and/or sue for any of the following:
259	
260	1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount
261	equal to 10% of the Sale Price as stipulated damages.
262	
263	Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to
264	enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be
265	liable for Broker fees.
266	

See Exhibit A at p. 5.

8.

As a direct result of **ONEY'S** bad faith breach, **STERLING** suffered loss of her time, wages, money, which includes the expenses incurred in preparing for the act of sale (i.e., appraisal of the property, inspection costs, application costs, etc.), loss of her loan interest rate, loss of the "benefit of the bargain," emotional distress and inconvenience, and the loss of what she reasonably expected to be her first home, where she could create a strong foundation, both in stability and financially, for her future family.

9.

To this day, **STERLING** is willing, able, and ready to purchase the Property. However, she remains in a purgatory like state, not knowing why, when, or if she will ever own the Property. While **STERLING** was able to perform her obligations under the PSA at all times, **ONEY** not only breached the PSA, but did so in bad faith by knowingly and willfully causing mental, physical, and financial harm to **STERLING**. Pursuant to the clear and unambiguous terms of the PSA, **STERLING** is entitled to and seeks specific performance.

REQUEST FOR RELIEF

10.

WHEREFORE, Petitioner, **NATALIE STERLING**, asks that this Petition be filed and that Defendant, **JONATHON ONEY**, be duly cited and served with a copy of this Petition, to appear and answer same and that, after due proceedings, there be judgment herein in favor of Petitioner, **NATALIE STERLING**, ordering specific performance of the contract, actual and general damages, attorneys' fees and costs, and all other remedies available under all general and equitable relief this Honorable Court may grant.

Respectfully submitted:

STERNBERG, NACCARI & WHITE, LLC

SERVICE INSTRUCTIONS
ON NEXT PAGE

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