

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
ALEXANDRIA DIVISION

WILBERT J. OLIVER,)
individually and on)
behalf of the class)
of black persons)
similarly situated,)
)
AUGUST THOMPSON,)
individually and on)
behalf of the class)
of black persons)
similarly situated,)
)
LEONARD J. GREENHOUSE,)
individually and on)
behalf of the class of)
black persons)
similarly situated,)
)
CHARLES GUILLORY, and)
)
NORBERT T. ROSSO,)
)
Plaintiffs,)
)
v.)
)
ESCUDE FUNERAL HOMES,)
INC.,)
)
JOSEPH ESCUDE, JR.,)
)
HIXSON BROTHERS FUNERAL)
HOMES, INC.,)
)
KENT JUNEAU,)
)
REED J. CHENEVERT, and)
)
JOHN DOE,)
)
Defendants.)

CIVIL ACTION
NO. _____
CLASS ACTION
PRELIMINARY
INJUNCTION
REQUESTED

C O M P L A I N T

JOSEPH J. LEVIN, JR.
MORRIS S. DEES, JR.
119 So. McDonough Street
Montgomery, Alabama

STEPHEN KATZ
709 Jackson Street
Monroe, Louisiana

ATTORNEYS FOR PLAINTIFFS

C O M P L A I N T

I. JURISDICTION

Plaintiffs' claims arise under the Thirteenth Amendment to the United States Constitution and 42 U.S.C. §1981. Jurisdiction is claimed under 28 U.S.C. §1343 (3 and 4).

II. CLASS ACTION

Plaintiffs bring this action on behalf of themselves and on behalf of all persons similarly situated pursuant to Rule 23, F.R.C.P.

More specifically plaintiffs represent the class of black persons in Avoyelles Parish, Louisiana, granted equal rights to contract under 42 U.S.C. §1981, with whom the named defendants refuse to contract. Such discrimination by defendants on the basis of race is, by definition, class discrimination.

The members of plaintiffs' class are so numerous as to make it impracticable to bring them all before this court. The claims of the plaintiffs are typical of the claims of the class, as is the relief requested.

Furthermore, the defendants, by refusing to contract equally with blacks solely on the basis of race, have acted on grounds applicable to the class as a whole; therefore, class-wide relief is proper under Rule 23(b) (2), F.R.C.P.

III. PARTIES

A. Plaintiffs

1. WILBERT J. OLIVER is over the age of twenty-one years and is a resident of Mansura, Louisiana.

He is a black citizen of Louisiana.

2. AUGUST THOMPSON is over the age of twenty-one years, a citizen of Mansura, Louisiana, and a black man. He is pastor of Our Lady of Prompt Succor Church in Mansura, the congregation being made up of black people from the Mansura-Marksville-Moreauville-Cottonport area of Louisiana.

3. CHARLES GUILLORY is over the age of twenty-one years and a citizen of Mansura, Louisiana. He is pastor of New Jerusalem Baptist Church, in Mansura, which has a predominantly black congregation.

4. NORBERT T. ROSSO is over the age of twenty-one years and a resident of Marksville, Louisiana. He is the pastor of Holy Ghost Catholic Church of Marksville, Louisiana, which has a large black congregation.

5. LEONARD J. GREENHOUSE is over the age of twenty-one years, a resident of Marksville, Louisiana, and a black man.

B. Defendants

1. ESCUDE FUNERAL HOMES, INC. is a corporation legally formed under the laws of the State of Louisiana, Its principal place of business is in Louisiana, and that business is providing embalming and related funeral services.

2. JOSEPH ESCUDE, JR., is over the age of twenty-one years, and a resident of Mansura, Louisiana. He is principal owner of Escude Funeral Homes, Inc., and directs and sets the policy for the corporation. He is Caucasian.

3. HIXSON BROTHERS FUNERAL HOMES, INC., is a corporation or unincorporated association doing business

in Louisiana and under the laws of that State. Its business is the provision of embalming and related funeral services.

4. KENT JUNEAU is over the age of twenty-one years and a resident of Louisiana. Upon information and belief he is a general managing agent for Hixson Brothers Funeral Homes, Inc., in Marksville, Louisiana, and is Caucasian.

5. REED J. CHENEVERT is over the age of twenty-one years and a resident of Louisiana. Upon information and belief he is a managing agent for Hixson Brothers Funeral Homes, Inc, and is Caucasian.

6. JOHN DOE, whose name is otherwise unknown to the plaintiffs but whose identify is hereafter described, is the principal owner and directs and sets policy for Hixson Brothers Funeral Homes, Inc.

7. Each of the real persons named above as a defendant is sued in his personal capacity and in his capacity as an officer of the corporation indicated for each.

IV. CAUSE OF ACTION

1. The facts stated above are incorporated here as a part of the statement of plaintiffs' claim.

A.

2. On March 2, 1971, Plaintiff Oliver's mother died in Mansura, Louisiana. Mr. Oliver attempted to make arrangements for his mother's funeral with Escude Funeral Homes, Inc.

3. At that time Plaintiff Oliver talked personally

with defendant Joseph Escude, Jr. Mr. Escude advised that his company would embalm black persons, but that company policy forbade the provision of funeral services (wakes) to black persons.

4. Plaintiff Oliver asked that Mr. Escude make an exception to his policy because the late Mrs. Oliver had been the midwife to Mr. Escude's mother and had nursed her children. Mr. Escude however, continued to refuse to allow funeral services for Mr. Oliver's mother.

5. As a consequence of Mr. Escude's failure to allow funeral services at his company's location, Mr. Oliver was forced to have his mother's wake in a run-down storage building on the grounds of Our Lady of Prompt Succor Church.

6. Mr. Escude agreed to pay for the services provided by the church as part of the contract price for a funeral. But the total price charged Mr. Oliver was the same as that charged whites even though Mr. Oliver was not permitted to use the air conditioned Escude Funeral Home building.

7. The run-down building at Our Lady of Prompt Succor Church has since been closed, and the pastor there, Father August Thompson, has found it impossible to permit funeral services at other church buildings which are regularly used for other purposes. Blacks, therefore, must wake their dead at their own homes while continuing to pay the full contract price as is usually charged to whites.

8. Moreover, Father August Thompson feels that regular use of church facilities on a fee basis in conjunction with Escude Funeral Homes, Inc., materially

involves him and his church with Escude's discriminatory contracting with blacks.

9. Plaintiff Oliver claims that the actions of Mr. Escude and Escude Funeral Homes, Inc., violates his right under 42 U.S.C. §1981 in that the said defendants do not contract equally with black persons. The unequal treatment consists of not providing the same services for blacks, whether the services be less than or different in character from those provided for whites at the same contract price.

B.

10. Plaintiff Father August Thompson has contracted with Escude Funeral Homes, Inc., to provide his funeral at his death. This was done through a five hundred dollar (\$500) burial insurance policy made with Fireside Commercial Life Insurance Company, with Escude Funeral Home as agent.

11. Father Thompson has discussed with defendant Escude the discriminatory policies of his company regarding the provision of wakes to black people, as is more fully described under IV. A., supra.

12. Father Thompson claims that Mr. Escude's refusal to contract with him on the same basis as with whites in providing funeral services is a violation of the said plaintiffs' rights under 42 U.S.C. §1981.

C.

13. On August 23, 1973, Leonard J. Greenhouse decided that he should begin to make some concrete plans concerning his death. He called Kent Juneau, manager

of Hixson Brothers Funeral Home in Marksville, Louisiana.

14. After identifying himself as a black man, Mr. Greenhouse was told by Mr. Juneau that Hixson Brothers Funeral Home did not handle black bodies at all.

15. Mr. Greenhouse claims that such refusal to contract with him for the burial of his body, on the sole ground that he is a black person, violates his equal right to contract under 42 U.S.C. §1981.

D.

16. Father Norbert T. Rosso and Reverend Charles E. Guillory are pastors of predominantly black churches in the Mansura-Marksville area. The churches are lawful associations under the statutes of the State of Louisiana, having among their secular purposes the task of helping members at the time of their death by arranging their funerals.

17. Father Rosso has had repeated dealings with Hixson Brothers Funeral Home in arranging funerals and has been repeatedly told that the company would not serve blacks. The most recent occasion was in May, 1973, when Defendant Reed J. Chenevert informed Father Rosso that company policy, set by defendant John Doe at the main office, forbade contracting with blacks.

18. Father Rosso has also dealt with Escude Funeral Homes, Inc., on several occasions, and learned from this experience that Mr. Escude refused to allow wakes for black persons.

19. On one of these occasions Father Rosso worked with Mr. Escude to provide a building for a

black person's wake, being paid out of Mr. Escude's burial contract fee. However, believing this practice to abridge his black parishioners' equal contract rights, he asks this Court to declare these practices illegal.

20. Reverend Charles E. Guillory has also worked with Mr. Escude in providing church facilities as an alternative to the Escude Funeral Home building for the purpose of holding wakes.

21. Both in his capacity as representative of blacks discriminated against and also as one put in the unwanted position of having to co-operate with Mr. Escude in providing unequal funeral services to blacks, Reverend Guillory claims that Mr. Escude's practices violate 42 U.S.C. §1981.

V. RELIEF

1. Plaintiff Oliver asks that the Court award compensatory damages in the amount of five hundred dollars (\$500) for the humiliation and emotional distress which he has suffered as a result of being subjected to racial discrimination. He also asks punitive damages in the amount of five hundred dollars (\$500). The sums are requested from defendants Joseph Escude, Jr., and Escude Funeral Homes, Inc.

2. Plaintiff August Thompson asks that the Court award compensatory damages in the amount of five hundred dollars (\$500) for the humiliation and emotional distress which he has suffered as a result of being subjected to racial discrimination. He also asks punitive damages in the amount of five hundred dollars (\$500). The sums

are requested from defendants Joseph Escude, Jr., and Escude Funeral Homes, Inc.

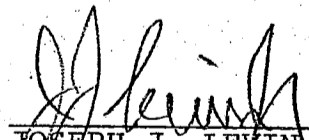
3. Plaintiff Greenhouse asks that the Court award compensatory damages in the amount of five hundred dollars (\$500) for the humiliation and emotional distress which he has suffered as a result of being subjected to racial discrimination. He also asks punitive damages in the amount of five hundred dollars (\$500). The sums are requested from defendants John Doe and Hixson Brothers Funeral Home, Inc.

4. The plaintiffs request that the Court grant a preliminary and permanent injunction prohibiting the defendants from contracting with blacks on terms or conditions different from contracts entered into with whites. More specifically, plaintiffs ask that the defendants be ordered to provide funeral services and facilities to blacks on the same basis as they are provided to whites.

5. Plaintiffs Guillory, Rosso, and Thompson ask that the Court exercise its power under 28 U.S.C. §2201 to declare the above-described practices of defendants to be in violation of 42 U.S.C. §1981.

6. The plaintiffs ask such other and further relief as the Court may find just and appropriate.

Respectfully submitted,



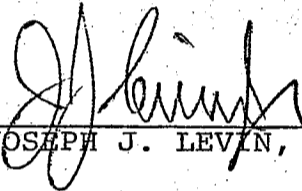
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STATE OF ALABAMA)

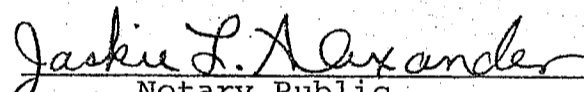
MONTGOMERY COUNTY)

Before me, a Notary Public in and for the State of Alabama at Large, personally appeared Joseph J. Levin, Jr., who, being duly sworn, deposes and says that he is one of the attorneys for the plaintiffs in the above styled case, and that he has investigated the facts as alleged in the foregoing complaint, and that such allegations are true and correct to the best of his information, knowledge and belief.



JOSEPH J. LEVIN, JR.

SWORN TO AND SUBSCRIBED before me
on this 11th day of September, 1973.



Notary Public