

NOV 13 2009

TONY R. MOORE, CLERK  
BY SR DEPUTY  
SHREVEPORT

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA

**CARL BERNOFSKY and  
SHIRLEY G. BERNOFSKY**

**VERSUS**

**THE ROAD HOME CORPORATION,  
ICF EMERGENCY MANAGEMENT  
SERVICES, LLC, LOUISIANA RECOVERY  
AUTHORITY, and LOUISIANA DIVISION  
OF ADMINISTRATION THROUGH THE  
OFFICE OF COMMUNITY DEVELOPMENT**

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**5:09cv1919**

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**COMPLAINT**

The Complaint of plaintiffs, Carl Bernofsky and Shirley G. Bernofsky, husband and wife (henceforth, plural "Bernofsky"), both domiciled in the State of Louisiana, Parish of Caddo, respectfully represents:

1.

Defendant, The Road Home Corporation (henceforth, "Road Home), now doing business as Louisiana Land Trust, is a Louisiana non-profit corporation domiciled in the State of Louisiana, with its principal place of business in the State of Louisiana.

2.

Defendant, ICF Emergency Management Services, LLC (henceforth, "ICF"), is a limited liability company domiciled in the State of Delaware, with its principal place of business in the State of Virginia.

3.

Defendant, Louisiana Recovery Authority (henceforth, "LRA"), is a state agency of the State of Louisiana, domiciled in the State of Louisiana, with its principal place of business in the State of Louisiana.

4.

Defendant, Louisiana Division of Administration through the Office of Community Development (henceforth, "OCD") is a state agency of the State of Louisiana, domiciled in the State of Louisiana, with its principal place of business in the State of Louisiana.

5.

From February 27, 1989 until February 14, 2007, Bernofsky owned the property at 6478 General Diaz Street, New Orleans, Louisiana 70124. The property is located in the residential subdivision of Lakeview, in the vicinity of the 17th Street Canal.

6.

On or about August 29, 2005, New Orleans was struck by Hurricane Katrina, a severe storm that caused widespread damage and was responsible for a storm surge that resulted in multiple levee failures, including a breach of the 17th Street Canal. Flood waters from the 17th Street Canal rapidly engulfed most of the Lakeview area, including Bernofsky's residence at 6478 General Diaz Street, which remained submerged in more than 10 feet of water for several weeks.

7.

Days before the storm reached New Orleans, city officials ordered a mandatory evacuation. Bernofsky complied and drove north in search of suitable shelter. They found a

room in Jackson, Mississippi that could be rented for one day only. The following day, they traveled west and finally found a hotel in the Shreveport area that accommodated them for up to 10 days. The kindness of the people they encountered in Shreveport was a major factor in their decision to make Shreveport their new home, where they are now domiciled.

8.

Bernofsky first applied to Road Home on May 7, 2006 via Governor Kathleen Blanco's Road Home Registry, and Bernofsky received a registry number that they printed and kept for reference. [Exhibit A]

9.

Unable to rebuild at this stage in their lives, Bernofsky decided to sell their former home. Carl Bernofsky, born November 22, 1933 is a senior citizen, 75 years of age and a 1995 cancer survivor. Shirley Bernofsky, born October 22, 1935 is a senior citizen, 74 years of age, with a back injury arising from her responsibilities as a special education teacher in New Orleans.

10.

Post-Katrina, Bernofsky paid off their mortgage, continued to pay taxes, and had their damaged property gutted. They eventually sold their property to Mr. and Mrs. Randall D. Epperly on February 14, 2007. [Exhibits B, C and D]

11.

At the time Bernofsky was attempting to sell their house, newspaper reports indicated that Road Home would only pay benefits to homeowners who planned to rebuild their homes. Bernofsky, who had not been contacted by Road Home, believed that they were not contacted because they had placed their property up for sale.

12.

As time went on, Bernofsky learned from a newspaper report that the eligibility rules for seniors had changed, and that they, Bernofsky, appeared to have become eligible for assistance. Bernofsky then turned to the Road Home for information concerning the recovery of Katrina losses that had not been compensated through any other source.

13.

On August 1, 2008, Bernofsky sent a letter to Road Home with a description of their uncompensated losses and a request for information about the application procedure. That letter was never answered. [Exhibit E]

14.

On August 12, 2008, Bernofsky sent a letter to LRA, inquiring about the new Road Home eligibility requirements for those who had sold their damaged homes. That letter was never answered. [Exhibit F]

15.

On August 19, 2008, Bernofsky sent a letter to Road Home Appeals Department with a description of their circumstances and uncompensated losses. They also inquired about the new eligibility rules for Road Home assistance. That letter was never answered. [Exhibit G]

16.

On November 11, 2008, Bernofsky sent a letter to Paul Catrou of OCD with a description of their circumstances and uncompensated losses. They also inquired about the new eligibility rules for Road Home assistance. That letter was never answered. [Exhibit H]

17.

On May 22, 2009, Bernofsky sent a letter to Paul Rainwater of LRA with a description of their uncompensated losses, a summary of their earlier attempts to obtain information about Road Home, and a request for assistance. That letter was never answered. [Exhibit I]

18.

On July 6, 2009, Bernofsky sent a letter to David Voelker of OCD with a documented explanation of their circumstances and past efforts to obtain written information about Road Home. They also requested an inquiry into their case. That letter was never answered. [Exhibit J]

19.

Frustrated, Bernofsky sought the assistance of Louisiana Senator Mary Landrieu. On May 19, 2009, Bernofsky sent Senator Landrieu a letter asking for help in locating appropriate agency personnel who could fulfill their request for information about their case. Senator Landrieu is Chairman of the Senate Subcommittee on Disaster Recovery and was then conducting hearings related to Katrina claims. Her response, dated May 22, 2009, indicated that she would contact appropriate officials on Bernofsky's behalf. [Exhibits K and L]

20.

On June 1, 2009, Bernofsky received the first of several telephone calls from Ms. Judy Johnson-White of Road Home, who informed them that Road Home had no record of their registration, nor was there any listing of their home in their records. Finally, on July 28, 2009, Johnson-White informed Bernofsky that they were not qualified for Road Home benefits because

they had not registered. Bernofsky requested a written confirmation of Johnson-White's finding, to which she agreed. Such notice of disqualification was not forthcoming.

21.

On August 3, 2009, Bernofsky wrote to Senator Landrieu with an update of their recent, unsatisfactory experience with Road Home, and on August 6, 2009, Senator Landrieu responded that she would ask Road Home to request that OCD arrange for Bernofsky to complete their application. To the best of Bernofsky's knowledge, Senator Landrieu's inquiry was not answered. [Exhibits M and N]

22.

On September 14, 2009, Senator Landrieu inquired directly to OCD about an exception that would permit Bernofsky to complete their application. [Exhibit O]

23.

On October 15, 2009, Bernofsky received a telephone call from Ms. Eva Strausbaugh of OCD, informing them that they would not be eligible to participate in Road Home because OCD "cannot make an exception, even in the case of contractor error." On October 20, 2009, Mr. Richard W. Gray, Deputy Director of OCD, sent a letter to Bernofsky informing them that their original registration with Louisiana's Housing Registry was only a "pre-application," and not an application to Road Home, and that OCD would not make an exception for individuals who did not apply before a July 31, 2007 deadline. [Exhibit P]

### Plaintiff is Eligible for Benefits

24.

The Bernofsky property had sustained 51.74 % damage and was sold on February 14, 2007. LRA's November 5, 2008 *Proposed Action Plan Amendment 31* states at page 12: "Homeowners who have sold their homes prior to August 29th, 2007 may be eligible if the goals of the Program are met, and a homeowner can demonstrate that he or she remains in a loss situation after selling the damaged property to another party..." This provision was later detailed in a January 23, 2009 Press Release. [Exhibits Q and R]

According to LRA's November 5, 2008 *Proposed Action Plan Amendment 31*, at pages 9 and 10 ("Option 3"), elderly households such as Bernofsky's are eligible for compensation based on 100% of the pre-storm value of their home, and calculated as outlined in Figure 2 on page 9.

[Exhibit Q]

### Argument

25.

It is undisputed that Road Home and ICF were negligent about following through on the application process that plaintiffs initiated in a timely manner through the online Road Home Registry. According to Ms. Johnson-White, Road Home did not even have a record of plaintiff's damaged property. This error on the part of Road Home and ICF could have been corrected through an appropriate application process as soon as it was discovered. Instead, Road Home chose to ignore plaintiff's repeated inquiries, and then deny plaintiffs due process under color of law.

26.

Bernofsky claims that defendants acted with callous disregard for plaintiffs' interests when they ignored repeated requests for information regarding plaintiffs' eligibility for benefits from Road Home. Clearly, it was the duty of defendants to serve the public, and specifically that class of Louisiana residents whose homes and contents were damaged in the storm associated with Hurricane Katrina, and who sustained losses that were uncompensated by other means. Defendants failed utterly in their responsibility to assist plaintiffs with their claim to benefits.

27.

Bernofsky avers that defendants have subjected them to disparate treatment in the administration of federal taxpayer funds, and that such disparate treatment constitutes a violation of plaintiffs' right to equal protection under the law as guaranteed by the Fourteenth Amendment of the U.S. Constitution and Article I, Section 3 of the Louisiana Constitution. Bernofsky further avers that defendants are liable individually and jointly for damages resulting from this violation of plaintiffs' rights.

28.

Bernofsky also avers that defendants' actions violated 42 U.S.C. Section 1983 of the Civil Rights Act because defendants' disparate treatment of plaintiffs constitutes a violation of plaintiffs' civil rights by those acting under color of law. Bernofsky further avers that defendants are liable individually and jointly for damages resulting from this violation of plaintiffs' rights.



## Uncompensated Damages to Real Property

29.

Plaintiffs claim \$89,391.88 as the reasonable, uncompensated loss stemming from damage to their property inflicted by Hurricane Katrina, the failure of the 17th Street Canal, and the aftermath of those events. Two major factors contribute to this loss: 1) the difference between the fair market value of the property before the storm and proceeds from the sale of the property after the storm, and 2) the difference between the insured value of the contents of Bernofsky's home before the storm and proceeds for the contents derived from insurance after the storm. Further explanation of these factors follows. [Exhibit S]

1) The claimed fair market value of the property, \$280,000, is the lesser of the values assessed either on the basis of pre-Katrina sales of comparable homes in plaintiffs' Lakeview neighborhood or the pre-Katrina average value (\$329,276) quoted by two major real estate listing services, based on square footage. Moreover, once Bernofsky sold the house and it was renovated and remodeled, the new owner resold the property for \$315,000 despite the post-Katrina downturn in the housing market. [Exhibit T]

2) Bernofsky carried both flood insurance and homeowners insurance with State Farm Fire and Casualty Company. State Farm paid claims primarily on the flood insurance policy, which insured the building and only part (\$49,100) of the contents. State Farm did not remit to meet the level of the insured value of the contents (\$113,000) insured by Bernofsky's homeowners policy.

The items contributing to plaintiffs' Katrina losses, and all sources from which plaintiffs derived Katrina-related income, are listed in Exhibit S. Plaintiffs attest that, to the best of their knowledge, the figures cited in Exhibit S are accurate.

30.

Carl Bernofsky additionally sustained a substantial loss of intellectual property, which consisted of still unpublished research notebooks and materials from his many years as a professor at Tulane Medical School. No attempt is made here to assign or claim a monetary value for that loss.

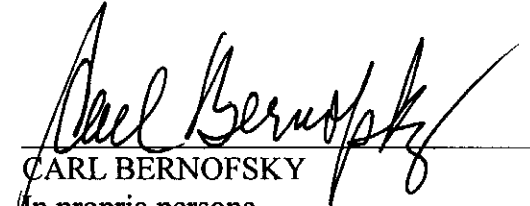
31.


This Court has proper jurisdiction over the foregoing matter because plaintiffs are residents of Caddo Parish, Louisiana, and defendants conduct their business in the State of Louisiana and are responsible for the disbursement of federal funds. The jurisdictional basis for District Court is 28 U.S.C. Section 1331. This Complaint is being filed within 30 days of the date of OCR's official letter of disqualification. [Exhibit P]

WHEREFORE, plaintiffs pray that the named defendants in this suit be duly cited to appear and answer, and, after due proceedings, that there be judgment rendered in favor of plaintiffs, Carl Bernofsky and Shirley G. Bernofsky, and against defendants, The Road Home Corporation, now doing business as Louisiana Land Trust, ICF Emergency Management Services, LLC, Louisiana Recovery Authority, and Louisiana Division of Administration through

the Office of Community Development, for all amounts owed, compensatory damages, punitive damages, and all costs of these proceedings and all penalties to be determined by this Honorable Court. Plaintiffs further pray for all general and equitable relief.

Respectively submitted,

  
CARL BERNOFSKY  
In propria persona  
109 Southfield Road, Apt. 51H  
Tel: (318) 869-3871  
E-Mail: cbernof@aol.com

  
SHIRLEY G. BERNOFSKY  
In propria persona  
109 Southfield Road, Apt. 51H  
Tel: (318) 869-3871  
E-Mail: sbernof@aol.com

**CERTIFICATE OF SERVICE**

Plaintiffs certify that a copy of the above and foregoing has this day been forwarded to all defendants by depositing a certified copy of same in the United States mail, properly addressed, postage prepaid, and certified with return receipt.

Shreveport, Louisiana, this 13th day of November, 2009.

  
CARL BERNOFSKY

**Attachments to Complaint of  
Carl Bernofsky and Shirley G. Bernofsky versus  
The Road Home Corporation, et al.**

U. S. DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA  
RECEIVED

NOV 13 2009

TONY R. MOORE, CLERK  
BY                      DEPUTY  
SHREVEPORT

<b>Item</b>	<b>Description</b>
A	Office of Community Development, "The Road Home Registry," May 7, 2006
B	Letter, January 21, 2006 from Carl Bernofsky to Orleans Parish Recorder of Mortgages
C	Real Estate Tax Bill, City of New Orleans, 2007 and 2006
D	Sale of Property, 6478 Gen. Diaz St., New Orleans, Louisiana, by Shirley G. Bernofsky and Carl Bernofsky to Rose R. Epperley and Randall D. Epperley, February 14, 2007
E	Letter, August 1, 2008 from Carl Bernofsky to Road Home Program
F	Letter, August 12, 2008 from Carl Bernofsky to Louisiana Recovery Authority
G	Letter, August 19, 2008 from Carl Bernofsky to Road Home Appeals Department
H	Letter, November 11, 2008 from Carl Bernofsky to Mr. Paul Catrou
I	Letter, May 22, 2009 from Carl Bernofsky to Mr. Paul Rainwater
J	Letter, July 6, 2009 from Carl Bernofsky to Mr. David Voelker
K	Letter, May 19, 2009 from Carl Bernofsky to Senator Mary Landrieu
L	Letter, May 22, 2009 from Senator Mary Landrieu to Dr. Carl Bernofsky
M	Letter, August 3, 2009 from Carl Bernofsky to Senator Mary Landrieu
N	Letter, August 6, 2009 from Senator Mary Landrieu to Dr. and Mrs. Carl Bernofsky
O	Letter, September 14, 2009 from Senator Mary Landrieu to Mr. Paul Catrou
P	Letter, October 20, from Richard Gray to Dr. and Mrs. Carl Bernofsky
Q	Louisiana Recovery Authority, "Proposed Action Plan Amendment 31," November 5, 2008, Page 12
R	Press Release, The Road Home Program, January 23, 2009, "HUD Approves Road Home Change to Aid More 'Sold Homes' Applicants"
S	Description of Claim for Uncompensated Loss of \$89,391.88
T	"New Orleans Real Estate Transfers," The Times-Picayune, New Orleans, May 16, 2009, Page 21

About the Disaster  
Recovery Unit

Economic  
Development

Infrastructure

Housing

Policy and Reporting

Staff

Home

DOA Home

Louisiana.gov Home

## The Road Home Registry

[Begin the Housing Registration Process Here](#)

Thank you for visiting The Road Home Registry web site and for taking this important first step to return home to Louisiana.

I want you to know that thousands of dedicated professionals in state government are working around the clock to get you and your family back home. Each day you spend away is one day too long, and we are working with federal and local governments to rebuild after the greatest natural disaster in our nation's history. We won't rest until our residents are back in Louisiana.

This registration program is the first step for the State to identify your home address and ownership information in determining your eligibility for funding.

You have several options as a Louisiana resident who wants to return to be part of our repair, rebuild and restoration effort. Above all, we hope you decide to make your future in Louisiana and help us build a stronger, safer and smarter State. We need you now more than ever.

This process will require you to provide important information, and I want to assure you that records about ownership, flood and homeowners' insurance, mortgage balances, repair and rebuild estimates and personal data including your social security number will be kept in the strictest confidence. Providing as much information as you have available will make your registration smoother.

You may call **1-888-ROAD-2-LA** to register for the Louisiana Road Home Registry program. The **TTY phone number is 1-800-566-4224**. Once this registration process is completed you will be able to call back to it at a later date and update your information.

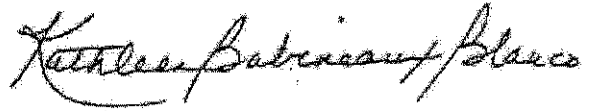
You and other Louisianians have suffered greatly during these last six months. As I travel around the state and nation meeting our fellow citizens I draw strength from their spirit to fight through this challenge. Even more, I am encouraged by their love for Louisiana and their determination to come back and live the life that only we know. You have my enduring thanks and best wishes for your entire family.

God bless you all.

Sincerely,



**Exhibit A**  
Bernofsky v. Road Home



Kathleen Babineaux Blanco Governor

Feedback: [OCD Webmaster](#) Updated on: 05/03/2006

[Search](#)

[State Agencies](#)

[Maps](#)

[Contacts](#)

## Louisiana's 'The Road Home' Housing Registry

**Important notice: Do NOT click the refresh button on your browser while on this page.**

**Your registration number is: W9070672**

*(Please write down your registration number or print this page for future reference.)*

You may make updates to your information by calling Louisiana's 'The Road Home' Housing Registry at 1-888-762-3252 any time on or after March 15, 2006. Thank you for your participation in the pre-application registry process.

Please note that this process may take a considerable length of time as we wait for pending local safety and federal funding decisions, in addition to the large number of registrations received for assistance. We will be in contact with you as soon as the program begins.



## Louisiana's 'The Road Home' Housing Registry

1. Address of damaged property
2. Owner of record information
  - o Name
  - o Phone numbers
  - o Driver's License information
  - o Social Security #
  - o Current address
3. Co-owner information, if applicable (same information as requested for owner)
4. Flood insurance information, if applicable
5. Homeowner's insurance information for damage not caused by flood
6. FEMA number, if applicable
7. Small business loan information, if applicable
8. Mortgage information
  - o Outstanding balance (approximate amount)
  - o Assessed value of home
  - o Other loans on the home and amount
9. Estimate of cost of repairs
10. Estimate of cost to rebuild home on the same site

For security purposes the registry does not save a partial registration on this website, therefore you will not be able to start the registration process and come back to it at a later time. However, once you submit your registration form you may make updates to your information by calling the Road Home Registry at 1-888-762-3252 any time on or after March 15, 2006.

Providing more information will assist us in serving you better. If you are ready to fill out the forms please proceed to the forms section of the registry.

**[Click here to start registration process](#)**

### Louisiana's 'The Road Home' Housing Registry

21. Did you have Flood Insurance?

Yes  No  Don't Know

If YES, Company Name:

\* If YES, has a settlement been reached with your Flood Insurance Company?

Yes  No

\* If YES, For how much?:

Please check your input above, one or more items identified above require additional input.

- Please specify the whether a settlement has been reached with you flood insurance company.
- Please specify the whether a settlement has been reached with you flood insurance company.

[Next](#)

If you would like to report a technical issue with the website click here

### Louisiana's 'The Road Home' Housing Registry

22. Did you have Homeowner's Insurance for damage not caused by flooding?

Yes  No

If yes, Company Name:

If yes, has a settlement been reached with your Homeowner's Insurance Company?

Yes  No

If yes, for how much? \$

[Next](#)

If you would like to report a technical issue with the website [click here](#)

Carl Bernofsky  
109 Southfield Road, Apt. 51H  
Shreveport, LA 71105

January 21, 2006

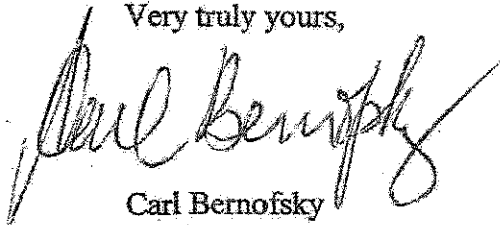
Orleans Parish Recorder of Mortgages  
900 Convention Center, Room 1A  
New Orleans, LA 70130

Ref: 6478 General Diaz Street  
New Orleans, LA 70124

Dear Madam or Sir:

Kindly record the enclosed cancellation documents showing that the mortgage on the referenced property was paid in full. My check for \$14.00 is enclosed.

Very truly yours,



Carl Bernofsky  
(318) 869-3871

Encl: Documents from Nationwide Title Clearing (3 pages)

Check No. 6724, \$14.00, January 21, 2006

**Exhibit B**  
Bernofsky v. Road Home

**6478 GENERAL DIAZ STREET  
NEW ORLEANS, LA. 70124**

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Orleans, State of Louisiana, in the Second District of the City of New Orleans, in SQUARE 215 and described as follows, to-wit:

LOTS 47 & 48, SQUARE 215, LAKEVIEW SUBDIVISION, which square is bounded by General Diaz Street (formerly St. Louis Street), Memphis Street, Bragg Street, and Lane Street, and which said lots measure each 25.0 feet front on General Diaz Street, same width in the rear, by a depth of 122.75 feet. Lot 48 forms the corner of General Diaz and Lane Streets. All as more fully shown on survey of BFM Corporation, dated February 6, 1989.

**IMPROVEMENTS THEREON BEAR MUNICIPAL NO. 6478 GENERAL DIAZ STREET, NEW ORLEANS, LA. 70124.**

Being the same property acquired by Shirley Goodman, wife of/and Carl Bernofsky, dated 2/27/89, CIN 2034.

**THIS ACT IS MADE, EXECUTED AND ACCEPTED SUBJECT TO THE FOLLOWING:**

- 1). Restrictions contained in an act executed before J. L. Gautreaux, Notary Public, dated 11/8/49, COB 566/608.
- 2). Fence deviation on the Lane Street side of up to 0.50 feet as shown on survey of BFM Corporation dated February 6, 1989.

**MARITAL STATUS OF BORROWERS:**

**SHIRLEY GOODMAN**, (SSN [REDACTED]-5380), wife of/and **CARL BERNOFSKY**, (SSN [REDACTED]-4892), both persons of the full age of majority and residents of the Parish of Orleans, State of Louisiana, who declared unto me, Notary that they have been married but once and then to each other and that they are presently living and residing together.

**MAILING ADDRESS: 6478 GENERAL DIAZ STREET, NEW ORLEANS, LA. 70124.**

*A.B. & C.B.*

FILED  
CUSTODIAN OF  
RECORDS  
2007 - 54234 B28

Loan No. 1986430159  
**RELEASE OF MORTGAGE**  
STATE OF LOUISIANA  
PARISH OF ORLEANS

BE IT KNOW, that on this THIS 10TH DAY OF JANUARY IN THE YEAR 2006 :

BEFORE ME, the undersigned, a Notary Public, duly commissioned and qualified within and for the Parish and State aforesaid, and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR THE LOAN TEAM, having its mailing address at 780 Kansas Lane, Suite A Monroe, LA 71203 , appearing herein through its undersigned officer, duly authorized hereunto MARY JO MCGOWAN , VICE PRESIDENT , who being by me duly sworn, did depose and say:

It is the mortgagee of record of the following described mortgage:

Mortgage by SHIRLEY GOODMAN BERNOFSKY AND CARL BERNOFSKY , in favor of THE LOAN TEAM , in the amount of \$126,500.00 , dated 10/21/2002 , before ILLEGIBLE , Notary Public, recorded in the mortgage records of ORLEANS Parish, in MOB NA02 , Page 54234 , Instrument No. 676862 , and (if applicable) assigned by Act of Assignment .

Affecting the following described property to wit: SEE ATTACHED EXHIBIT A  
Appearer declared that said mortgage has been paid in full and completely satisfied, and that it is the last holder of any note secured by said mortgage. Accordingly, Appearer does authorize and direct the clerk of court or recorder of mortgages for the Parish of ORLEANS to cancel and erase the said Act of Mortgage from the records of his office in MOB NA02 , Page 54234 , Instrument No. 676862 .

Appearer hereby agrees to indemnify the clerk of court or recorder of mortgages for the Parish of ORLEANS , Louisiana, and any of its employees or agents as a result of any claim or demand that arises as a consequence of his cancellation of said mortgage pursuant to this cancellation of mortgage.

THUS DONE AND PASSED IN ORLEANS , Louisiana, in multiple originals on the date first above written in the presence of the undersigned competent witnesses and the undersigned notary public after due reading of the whole.

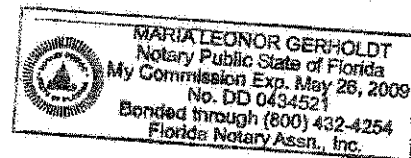
**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR THE LOAN TEAM**

  
\_\_\_\_\_  
MARY JO MCGOWAN  
VICE PRESIDENT

WITNESS: \_\_\_\_\_

  
BRYAN BLY

  
\_\_\_\_\_  
MARIA LEONOR GERHOLDT  
Notary Public/Commission expires 05/26/2009



When recorded return to:  
Nationwide Title Clearing  
2100 Alt. 19 North  
Palm Harbor, FL 34683



@ CHAS6 4860154 LGR765671 100052599894863386 MERS PHONE  
1-888-679-MERS form1/RCNLD1

CARL BERNOFSKY  
SHIRLEY BERNOFSKY  
109 SOUTHFIELD ROAD, APT 51-H  
SHREVEPORT, LA 71105  
(318) 869-3871

citigroup  
SMITH BARNEY

6907

Jan. 11, 2007  
Date

55-7265/212

Pay to the Order of City of New Orleans \$163.34  
One hundred sixty-three, and 34/100 Dollars

FINANCIAL MANAGEMENT ACCOUNT  
800-634-9855  
Citibank F.S.B. Englewood Cliffs, N.J.

Real Estate Tax Bill  
For No. 2 06 4 036 26

Shirley Bernofsky 6907

⑆02⑆272655⑆ ⑆005459448⑆

ALWAYS RETURN this portion when paying by mail. Please ensure the City's return address appears in the return envelope window.

You may pay this bill on-line at [www.cityofno.com/treasury](http://www.cityofno.com/treasury)

2007 REAL ESTATE TAX BILL

Tax Bill No.: 2 06 4 036 26  
Location: 6478 GEN DIAZ ST  
Owner: MR&MRS BERNOFSKY CARL  
109 SOUTHFIELD RD #51H  
SHREVEPORT LA 71105

TOTAL DUE BY: 01/31/07	PAYMENT AMOUNT ENCLOSED
\$163.34	\$163.34

Any partial payment will be applied to pay the 2007 tax(es) first.



City of New Orleans  
P.O. Box 60047  
New Orleans, LA 70160-0047

12064036260200710000900000163345

Exhibit C  
Bernofsky v. Road Home

CITY OF NEW ORLEANS • 2007 Real Estate Tax Bill



BUREAU OF THE TREASURY  
1300 Perdido Street, Room 1W40  
New Orleans, LA 70112

2007 Ad Valorem Tax

63.34

Tax Bill No.

2 06 4 036 26

Delinquent Date

02/01/2007

Property Location

6478 GEN DIAZ ST

Legal Description

SQ 215 LOTS 47 48 GEN DIAZ  
AND LANE 25 X 122 EA



00014751 CNOB R0 06348

MR&MRS BERNOFSKY CARL  
109 SOUTHFIELD RD #51H  
SHREVEPORT LA 71105

I certify that I am the owner of the property listed on this bill.  
Please change my mailing address to the following:

Address \_\_\_\_\_

City/ST/Zip \_\_\_\_\_

Signature \_\_\_\_\_

If changing address RETURN above portion WITH the bottom payment stub and your payment.

Interest accrues at 1% per month on all delinquent taxes. In addition, current year penalties accrue at 10% on February 1 and an additional 9.5% on April 1.

Tax Bill No. 2 06 4 036 26

Property Values

2007 Land Assessment

2007 Improvement Assessment

\*2007 Homestead Exemption

3,050

3,000

6,050

Real Estate Tax, if Paid Before Feb. 1, 2007

Tax, Int, Plty, if Paid During the Month of February 2007

Tax, Int, Plty, if Paid During the Month of March 2007

Tax, Int, Plty, if Paid During the Month of April 2007

Tax, Int, Plty, if Paid During the Month of May 2007

163.34

181.30

182.94

202.11

203.89

DETAIL OF BILL

This bill reflects payments through 12/12/2006.

Period	Type	Ref. No.	Delinquency Date	Tax/Lien	Interest	City Penalty	Collection Penalty/Fee	Total
07	REAL ESTATE		02/01/07	63.34				63.34
2007	LAKEVIEW	1	02/01/07	100.00				100.00

\*ATTENTION TAXPAYERS:

If you are entitled to a homestead exemption and no amount is indicated, contact your assessor immediately at 658-1320 and notify your mortgage company. In the event of an error, your assessor will make the correction and a supplemental bill will be issued. Your assessor can answer questions on assessments, mailing name and address, or legal descriptions. For all other questions, call the Bureau of the Treasury at 866-710-7030 hours 8:45 am - 4:40 pm, Monday through Friday, Room 1W40, City Hall.

Tax Sales to individuals shown on our records for the Tax Years: NONE

Please make all checks payable to the City of New Orleans.

\*\*\*\*\* See reverse, for how your tax dollars are spent. \*\*\*\*\*





Claude T. Mauberret  
Assessor, Second Municipal District  
Room 4E01 City Hall  
New Orleans, LA 70112

*Mailed 3/31/06*

**2007 HOMESTEAD EXEMPTION RECEIPT**  
**PLEASE RETAIN FOR YOUR RECORDS**

2-02615

SIGN THE ATTACHED YELLOW  
CARD AND RETURN IT TO:

0006478 GEN DIAZ ST

**CLAUDE T. MAUBERRET**  
ASSESSOR, SECOND MUNICIPAL DISTRICT  
PARISH OF ORLEANS  
ROOM 4E01 CITY HALL  
NEW ORLEANS, LA. 70112

MR&MRS CARL BERNOFSKY  
109 SOUTHFIELD RD #51H  
SHREVEPORT LA 71105

2-06-4-036-26 66-024-026  
SQ 215 LOTS 47 48 GEN DIAZ  
AND LANE 25 X 122 EA

2-06-4-036-26

( DO NOT FOLD OR CUT THIS CARD )

66-024-026

**This Application Must Be Filed IMMEDIATELY**

I HEREBY APPLY FOR HOMESTEAD EXEMPTION ON THE PROPERTY DESCRIBED AND I  
FURTHER STATE, UNDER OATH, THAT I AM THE BONA FIDE OWNER OF THE PROPERTY  
AND RESIDE THEREON.

MR&MRS CARL BERNOFSKY

X Sign Here

*Carl Bernofsky Shirley Goodman Bernofsky*  
202615

**2007 HOMESTEAD EXEMPTION  
APPLICATION**

**CLAUDE T. MAUBERRET**  
ASSESSOR, SECOND MUNICIPAL DISTRICT

PARISH OF ORLEANS

ROOM 4E01 CITY HALL

NEW ORLEANS, LA 70112

0006478 GEN DIAZ ST

202615

CITY OF NEW ORLEANS • 2006 Real Estate Tax Bill



BUREAU OF THE TREASURY  
1300 Perdido Street, Room 1W40  
New Orleans, LA 70112

2006 Ad Valorem Tax

63.34

Tax Bill No.

2 06 4 036 26

Delinquent Date

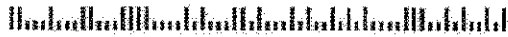
07/01/2006

Property Location

6478 GEN DIAZ ST

Legal Description

SQ 215 LOTS 47 48 GEN DIAZ  
AND LANE 25 X 122 EA



00005684 CNOB R1 06144  
MR&MRS CARL BERNOFSKY  
109 SOUTHFIELD RD #51H  
SHREVEPORT LA 71105

I certify that I am the owner of the property listed on this bill.  
Please change my mailing address to the following:

Address \_\_\_\_\_

City/ST/Zip \_\_\_\_\_

Signature \_\_\_\_\_

If changing address RETURN above portion with payment.

Interest accrues at 1% per month on all delinquent taxes. In addition, current year penalties accrue at 10% on July 1 and an additional 9.5% on September 1.

Tax Bill No. 2 06 4 036 26

Property Values

2006 Land Assessment 3,050  
2006 Improvement Assessment 3,000  
\*2006 Homestead Exemption 6,050

Real Estate Tax, if Paid Before Jul. 1, 2006

163.34

Tax, Int, Plty, if Paid During the Month of July 2006

181.30

Tax, Int, Plty, if Paid During the Month of August 2006

182.94

Tax, Int, Plty, if Paid During the Month of September 2006

202.11

Tax, Int, Plty, if Paid During the Month of October 2006

203.89

*PA 5/31/06  
OK 4 6/20/06*

DETAIL OF BILL

This bill reflects payments through 05/22/2006

Period	Type	Ref. No.	Delinquency Date	Tax/Lien	Interest	City Penalty	Collection Penalty/Fee	Total
2006	REAL ESTATE		07/01/06	63.34				63.34
2006	LAKEVIEW	1	07/01/06	100.00				100.00

\*ATTENTION TAXPAYERS:

If you are entitled to a homestead exemption and no amount is indicated, contact your assessor immediately at 658-1320 and notify your mortgage company. In the event of an error, your assessor will make the correction and a supplemental bill will be issued. Your assessor can answer questions on assessments, mailing name and address, or legal descriptions. For all other questions, call the Bureau of the Treasury at 866-710-7030 hours 8:45 am - 4:40 pm, Monday through Friday, Room 1W40, City Hall. NOTE Deferment of Taxes Pursuant to Act 28; please see page 2 of 3.

Tax Sales to individuals shown on our records for the Tax Years: NONE

Please make all checks payable to the City of New Orleans.

\*\*\*\*\* See page 3 of 3, for how your tax dollars are spent. \*\*\*\*\*

*United States of America  
State of Louisiana  
Parish of Jefferson*

**CASH SALE**

**Sale of Property**

**by:**

**Shirley Goodman Bernofsky, wife of and  
Carl Bernofsky**

**to:**

**Rose Randazzo Epperley, wife of and  
Randall Dean Epperley**

**BE IT KNOWN** That on this 14th day of  
February, 2007

**BEFORE ME**, Daniel M. Douglass, a notary  
public, duly commissioned and qualified, in  
and for the Parish of Jefferson and in the  
presence of the witnesses hereinafter named  
and undersigned.

*Personally Came and Appeared,*

**SHIRLEY GOODMAN BERNOFSKY**, (SS# xxx-xx-5380), wife of/and **CARL  
BERNOFSKY**, (SS# xxx-xx-4892), both persons of the full age of majority and residents of the  
State of Louisiana, who declared unto me, Notary, that they have both been married but once and  
then to each other with whom they are living and residing.

**MAILING ADDRESS:** 109 Southfield Rd., Shreveport, Louisiana 71105

Who declare that they do by these presents, grant, bargain, sell, convey, transfer, assign, setover,  
abandon and deliver, with all legal warranties and with full substitution and subrogation in and to  
all the rights and actions of warranty which they have or may have against all preceding owners  
and vendors, unto,

**ROSE RANDAZZO EPPERLEY**, (SS# xxx-xx-0102), wife of/and **RANDALL DEAN  
EPPERLEY**, (SS# xxx-xx-9236), both persons of the full age of majority and residents of the  
State of Louisiana; Rose Randazzo Epperley appearing herein by and through Randall Dean  
Epperley, her duly authorized Agent and Attorney in fact, by virtue of a Power of Attorney, an  
original of which is annexed hereto and made a part hereof; the said Agent has declared that his  
Principal is alive and has not been declared an interdict or bankrupt and further declared that his  
Principal has been married but twice; first to Leslie Charles Peterson from whom she was  
divorced, and second to Randall Dean Epperley with whom she is living and residing; and that  
Randall Dean Epperley has been married but once and then to Rose Randazzo with whom he is  
living and residing.

**MAILING ADDRESS:** 8821 Creede Trail, Ft. Worth, Texas 76118

here present, accepting and purchasing for themselves, their heirs and assigns, and  
acknowledging due delivery and possession thereof, all and singular the following described  
property, to-wit:

**Exhibit D**  
Bernofsky v. Road Home

*"Description of Property"*

**THAT CERTAIN PIECE OR PORTION OF GROUND**, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the **PARISH OF ORLEANS**, State of Louisiana, City of New Orleans, in the **SECOND DISTRICT** of the City of New Orleans, in **SQUARE 215** and described as follows to wit:

**LOTS 47 & 48, SQUARE 215, LAKEVIEW SUBDIVISION**, which square is bounded by General Diaz Street (formerly St. Louis Street), Memphis Street, Bragg Street, and Lane street, and which said lots measure each 25.0 feet front on General Diaz Street, same width in the rear, by a depth of 122.75 feet. Lot 48 forms the corner of General Diaz and Lane Streets. All as more fully shown on survey of BFM Corporation, dated February 6, 1989, a copy of which is attached hereto and made a part hereof.

Improvements thereon bear the Municipal No. 6478 General Diaz Street, New Orleans, La.

Being the same property acquired by Shirley Goodman Bernofsky wife of/and Carl Bernofsky in an act dated 02/27/89 registered in CIN 2034.

**PURCHASER (s)** herein declared that all future notices of ad valorem tax bills and special assessments for the above described property presently for the tax year of 2007 bearing Tax Assessment No. 2-06-4-036-26 are to be forwarded to:

Rose Randazzo Epperley and Randall Dean Epperley  
8821 Creede Trail, Ft. Worth, Texas 76118

**THIS ACT IS MADE, EXECUTED AND ACCEPTED SUBJECT TO THE FOLLOWING:**

1. Restrictions contained in an act executed before J.S. Gautreaux, N.P., dated 11/08/49 in COB 566 folio 608.
2. Fence deviation on the Lane Street side of up to 0.50 feet as shown on annexed survey of BFM Corporation, dated February 6, 1989.
3. Any and all restrictions, overlaps, overhangs, servitudes and/or easements, rights of ways and outstanding rights of record which might be shown on a current survey of the property.

THE PARTIES HERETO TAKE COGNIZANCE THAT NO SURVEY ON THE HEREIN DESCRIBED PROPERTY IN CONNECTION WITH THE ACT OF SALE HAS BEEN MADE NOR HAS ONE BEEN PRODUCED OR ATTACHED AND THE PARTIES DO HEREBY RELIEVE AND RELEASE ME, NOTARY, FROM ANY AND ALL LIABILITY, RESPONSIBILITY OR DAMAGE INCLUDING COURT COSTS AND ATTORNEYS FEES IN CONNECTION THEREWITH.

*See WAIVER OF WARRANTY and REDHIBITION RIGHTS ADDENDUM attached hereto and made a part hereof.*

To have and to hold the above described property unto the said purchaser(s) themselves, their heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of **One Hundred Fifteen Thousand dollars and Zero cents, \$115,000.00** which the said purchaser(s) have well and truly paid, in ready and current money to the said vendors who hereby acknowledge the receipt thereof and grant full acquittance and discharge therefore.

All State and City taxes up to and including the taxes due and eligible for the current tax year are paid as per a research of the tax rolls for the year 2007. 2007 taxes have been prorated to the date of this act of sale. Payment for all future taxes is assumed by purchaser herein.



**WAIVER of WARRANTY and REDHIBITION RIGHTS ADDENDUM**

IN REFERENCE to the Agreement to Purchase and Sell the real property commonly referred to as 6478 Gen. Diaz Street, New Orleans, Louisiana 2/14/2007 between Shirley & Carl Bernofsky ("SELLER") and Rose & Randall Epperley ("PURCHASERS"), the undersigned parties hereby agree as follows:

Providing that Purchaser's inspections, as per the Property Condition/Inspection section on the agreement to purchase and sell referenced above, are satisfactory to Purchaser, Purchaser hereby agrees that **THE FOLLOWING STATEMENT WILL BE MADE A PART OF THE ACT OF SALE AND SHALL NOT GO INTO EFFECT UNTIL THE ACT OF SALE**

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all other items located hereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operation, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whosoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion, deems sufficiently diligent for the protection of Purchaser's interests.

Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder,

Purchaser also waives any rights Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

The herein agreement, upon its execution by both Purchaser and Seller, is herewith made an integral part of the aforementioned Agreement to Purchase and Sell.

SELLER:

PURCHASER:

*Shirley Goodman Bernofsky*  
*Carl Bernofsky*

*Rose Epperley*  
*Randall Epperley*


By reference to the certificate of the Registrar of Conveyances and Recorder of Mortgages in and for the Parish of Orleans annexed hereto, it does not appear that said property has been heretofore alienated by the Vendor.

The parties to this act are aware of the fact that the mortgage, conveyance and Paving Ordinance certificates herein referred to are open, being not yet dated or signed, and relieve and release me, Notary, from all responsibility and liability in connection therewith.

*Thus Done and Passed,* in my office in Metairie, Louisiana in the presence of the competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading the whole.


WITNESSES:


Signature   
PRINT: John C Cozart

Signature   
PRINT: Melanie Richard

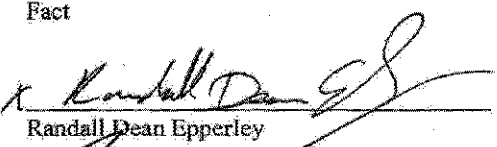
SELLER:

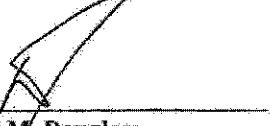
PURCHASER:

  
Shirley Goodman Bernofsky

  
Rose Randazzo Epperley  
By: Randall Dean Epperley, Agent & Atty in Fact

  
Carl Bernofsky

  
Randall Dean Epperley

  
Daniel M. Douglass  
ID# 24386

<b>A. U.S. Department of Housing and Urban Development</b>	<b>B. Type of Loan</b>		
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FMHA	3. <input type="checkbox"/> Conv. Unins.
	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	
	6. File Number 70251	7. Loan Number	
<b>Settlement Statement</b>			
8. Mortgage Ins. Case No.			

<b>C. Note:</b>	This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.		
<b>D. Name of Borrower:</b>	Rose Randazzo Epperley, 8821 Creede Trail, Ft. Worth, TX 76118 Randall Dean Epperley, 8821 Creede Trail, Ft. Worth, TX 76118		
<b>E. Name of Seller:</b>	Shirley Goodman Bernofsky, 109 Southfield Rd., #51 H, Shreveport, LA 71105 Carl Bernofsky, 109 Southfield Rd., #51 H, Shreveport, LA 71105	TIN:	360-26-5380 094-26-4892
<b>F. Name of Lender:</b>	Omni Bank, 2900 Ridgelake Drive, Metairie, LA 70006		
<b>G. Property Location:</b>	8478 General Diaz St., New Orleans, LA 70124		
<b>H. Settlement Agent:</b>	Crescent Title, LLC (504) 866-5151	TIN:	72-1548462
<b>I. Settlement Date:</b>	2/14/2007	<b>Proration Date:</b>	2/14/2007

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
<b>100. Gross amount due from borrower:</b>		<b>400. Gross amount due to seller:</b>	
101. Contract sales price	115,000.00	401. Contract sales price	115,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	9,832.25	403.	
104.		404.	
105.		405.	
<b>Adjustments for items paid by seller in advance:</b>		<b>Adjustments for items paid by seller in advance:</b>	
106. City/town taxes		406. City/town taxes	
107. County taxes 2/14/2007 to 1/1/2008	143.65	407. County taxes 2/14/2007 to 1/1/2008	143.65
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. Gross amount due from borrower:</b>	124,975.90	<b>420. Gross amount due to seller:</b>	115,143.65
<b>200. Amounts paid by or in behalf of the borrower:</b>		<b>500. Reduction in amount due to seller:</b>	
201. Deposit or earnest money	2,500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	7,718.50
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Loan amount \$220,000.00		504. Payoff of first mortgage loan	
205. Funding amount	122,475.90	505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
<b>Adjustments for items unpaid by seller:</b>		<b>Adjustments for items unpaid by seller:</b>	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total paid by/for borrower:</b>	124,975.90	<b>520. Total reduction in amount due seller:</b>	7,718.50
<b>300. Cash at settlement from/to borrower:</b>		<b>600. Cash at settlement from/to seller:</b>	
301. Gross amount due from borrower (line 120)	124,975.90	601. Gross amount due to seller (line 420)	115,143.65
302. Less amount paid by/for borrower (line 220)	124,975.90	602. Less total reduction in amount due seller (line 520)	7,718.50
<b>303. CASH (FROM) (TO) BORROWER</b>	<b>0.00</b>	<b>603. CASH (FROM) (X) TO SELLER</b>	<b>107,425.15</b>

**SUBSTITUTE FORM 1099 SELLER STATEMENT** - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

**SELLER INSTRUCTION** - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 8282 and/or Schedule D (Form 1040).

You are required by law to provide Crescent Title, LLC (504) 866-5151 with your correct taxpayer identification number. If you do not provide Crescent Title, LLC (504) 866-5151 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Shirley Goodman Bernofsky

L Settlement Charges		2/13/07 9:10 AM	File Number 70251	
700.	Total sales/broker commission based on : \$115,000.00= \$6,900.00		Paid From	Paid From
	Division of commission (line 700) as follows:		Borrower's	Seller's
701.	\$6,900.00 to Laffer & Blum		Funds at	Funds at
702.			Settlement	Settlement
703.	Commission paid at settlement \$6,900.00			6,900.00
704.				
705.				
706.				
800.	Items payable in connection with loan			
801.	Loan origination fee to Omni Bank (1%)		2,200.00	
802.	Loan discount			
803.	Appraisal fee to Jim Ruffin/Ruffin Appraisals		350.00	
804.	Credit report			
805.	Lender's inspection fee			
806.	Mortgage insurance application fee			
807.	Assumption fee			
808.	Processing fee			
809.	Underwriting fee			
810.	Tax service fee			
811.	Flood certification fee to Land America		12.00	
812.	Document Preparation			
813.	Application fee			
814.	Yield spread premium			
815.	Other Fees to Essential Mortgage		2,200.00	
816.	Construction Inspection Fee to Jim Ruffin/Ruffin Appraisals		300.00	
900.	Items required by lender to be paid in advance			
901.	Interest from			
902.	Mortgage insurance premium for			
903.	Hazard insurance premium for to First American Agent		1,850.00	
904.	Flood insurance premium to Independent Insurance		1,051.00	
905.				
906.				
1000.	Reserves deposited with lender			
1001.	Hazard insurance			
1002.	Mortgage insurance			
1003.	City property taxes			
1004.	County property taxes			
1005.	Annual assessments (maint.)			
1006.	Flood insurance			
1007.				
1008.				
1009.	Aggregate adjustment			
1100.	Title charges			
1101.	Settlement or closing fee to Crescent Title, LLC		175.00	175.00
1102.	Abstract or title search to Louisiana Abstracting & Exam, L.L.C		181.00	
1103.	Title examination to Louisiana Abstracting & Exam, L.L.C.		135.00	
1104.	Title insurance binder			
1105.	Document preparation WAIVED \$150.			
1106.	Notary fees			
1107.	Attorney's fees to			
	includes above items no.:			
1108.	Title insurance to Fidelity National Title		570.25	
	includes above items no.:			
1109.	Lender's coverage \$220,000.00			
1110.	Owner's coverage \$115,000.00 \$570.25			
1111.	Title update fee			
1112.	Fee to cancel mortgage			
1113.	Mortgage and conveyance certs to Clerk of Court		32.50	198.50
1114.	Fee to procure certificates to Crescent Title, LLC			120.00
1115.	Closing protection coverage to Fidelity National Title		25.00	
1116.				
1200.	Government recording and transfer charges			
1201.	Recording fees:			
1202.	City/county tax/stamps:			
1203.	State tax/stamps:			
1204.	Recording services to Clerk of Court		330.00	
1205.	Documentary transaction tax to City of New Orleans			325.00
1206.	Clerk certified copy to Clerk of Court		25.50	
1207.	Tax Research to Crescent Title		35.00	
1300.	Additional settlement charges			
1301.	Survey /Flood Elevation to Gilbert Kelly & Couturie		500.00	
1302.	Pest inspection			
1303.	Home warranty			
1304.	Overnight/courier fee to Crescent Title, LLC		17.50	
1305.	wire fee			
1306.	Prepare and Record POA to Crescent Title		42.50	
1307.				
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)		9,832.25	7,718.50



**ADDENDUM TO HUD-1**

File No. 70251

Date: February 14, 2007

Property: 6478 General Diaz St. New Orleans Louisiana 70124

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance pro-rations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

*Shirley Goodman Bernofsky*  
\_\_\_\_\_  
Shirley Goodman Bernofsky

*Rose Randazzo Epperley*  
\_\_\_\_\_  
Rose Randazzo Epperley  
By: Randall Dean Epperley, Agent

*Carl Bernofsky*  
\_\_\_\_\_  
Carl Bernofsky

*Randall Dean Epperley*  
\_\_\_\_\_  
Randall Dean Epperley

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: \_\_\_\_\_  
DANIEL M. DOUGLASS

Date: February 14, 2007

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

Carl Bernofsky  
109 Southfield Road, Apt. 51H  
Shreveport, LA 71105

August 1, 2008

The Road Home Program  
P.O. Box 4549  
Baton Rouge, LA 70821

Re: 6478 Gen. Diaz St., New Orleans, LA 70124  
Road Home Id: W9070672  
FEMA Id: 938119750

Dear Madam or Sir:

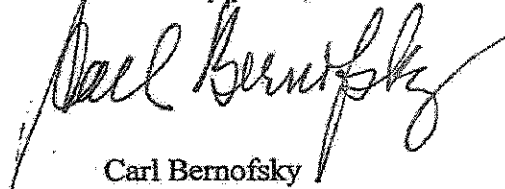
I understand from media reports that funds may be available for homeowners who were Katrina victims and chose to sell their property instead of participating in the Road Home Program.

The purpose of this letter is to learn whether we would qualify for reimbursement of losses for which we have not been reimbursed from any other source. A description of our loss (\$89,391.88) is summarized on the attached page, and additional documentation is available.

Because we are senior citizens (I am now 74, my wife is 72) and were aware of difficulties that many were having with the Road Home Program, we sold our house on February 14, 2007 and now live in an apartment in Shreveport.

Kindly let me know if we would be eligible and, if so, please send the required application information.

Sincerely yours,



Carl Bernofsky  
(318) 869-3871

Enc: Description of Claim

**Exhibit E**  
Bernofsky v. Road Home

Carl Bernofsky, Ph.D.  
109 Southfield Road, Apt. 51H  
Shreveport, LA 71105

August 12, 2008

Louisiana Recovery Authority  
150 Third Street, Suite 200  
Baton Rouge, LA 70801

Re: Grants to Early Home Sellers

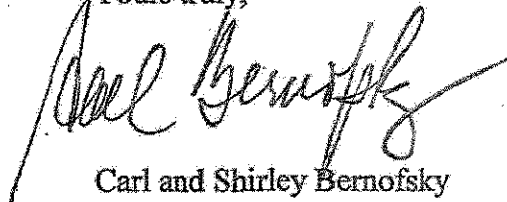
Dear Madam or Sir:

From recent reports in *The Times-Picayune*, I understand that there is a new Road Home program for applicants who sold their damaged homes prior to the arbitrary date of August 29, 2006.

Many homes were unsuitable for resale without having first been gutted, which often involved long waiting periods. In addition, there were homes that could have been on the market for as long as a year before being sold.

We think that the arbitrary deadline unfairly discriminates against those who, because of circumstances beyond their control, were unable to sell their homes before the August 29, 2006 date. That deadline should be extended by at least twelve months.

Yours truly,



Carl and Shirley Bernofsky  
(318) 869-3871

**Exhibit F**  
Bernofsky v. Road Home

Carl Bernofsky  
109 Southfield Road, Apt. 51H  
Shreveport, LA 71105

August 19, 2008

Road Home Appeals Department  
P.O. Box 4669  
Baton Rouge, LA 70821

Re: 6478 Gen. Diaz St., New Orleans, LA 70124  
Road Home Id: W9070672  
FEMA Id: 938119750

Dear Madam or Sir:

I understand that funds are available for homeowners who were Katrina victims and chose to sell their property instead of participating in the Road Home Program.

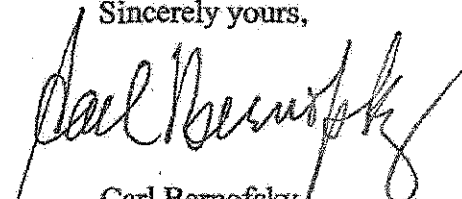
The purpose of this letter is to learn whether we would qualify for reimbursement of losses for which we have not been reimbursed from any other source. A description of our loss (\$89,391.88) is summarized on the attached page, and further documentation is available.

Because we are senior citizens (I am 74, my wife is 72) and were aware of difficulties that many were having with the Road Home Program, we decided to sell our house. We now live in an apartment in Shreveport, where we first relocated.

It was many months before we were able to have our house gutted, and afterward it was on the market for a very long time before it was sold. The act of sale finally took place on February 14, 2007 – long after the current arbitrary date of August 29, 2006.

The delay in selling our house was caused by circumstances beyond our control, and we should appreciate learning if it is possible to extend the eligibility deadline for Road Home assistance.

Sincerely yours,



Carl Bernofsky  
(318) 869-3871

Enc: Description of Claim

**Exhibit G**  
Bernofsky v. Road Home

Carl Bernofsky  
109 Southfield Road, Apt. 51H  
Shreveport, LA 71105

November 11, 2008

Paul Catrou  
Office of Community Development  
P.O. Box 94095  
Baton Rouge LA 70804-9095

Via Mail and Fax (225-219-9605)

Re: 6478 Gen. Diaz St., New Orleans, LA 70124  
Road Home Id: W9070672  
FEMA Id: 938119750

Dear Mr. Catrou:

I understand that funds may be available for homeowners who were Katrina victims and needed to sell their property before waiting for a Road Home Program grant.

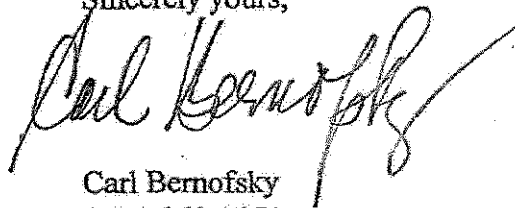
The purpose of this letter is to learn whether my wife and I would qualify for a grant that would compensate us for losses for which we have not been reimbursed from any other source. A description of our loss (\$89,391.88) is summarized on the attached page, and further documentation is available.

Because we are senior citizens (I am 74, my wife is 73) and were aware of difficulties that many were having with the Road Home Program, we decided to sell our house. We now live in an apartment in Shreveport, where we first relocated.

It was many months before our house was able to be gutted, and afterward it was on the market for a very long time before it was sold. The act of sale finally took place on February 14, 2007 – long after the initial arbitrary date of August 29, 2006.

The delay in selling our house was caused by circumstances beyond our control, and we should appreciate learning if we would qualify for a grant under the new rules that extend the eligibility deadline for Road Home assistance.

Sincerely yours,



Carl Bernofsky  
(318) 869-3871

Enc: Description of Claim

**Exhibit H**  
Bernofsky v. Road Home

Carl Bernofsky, Ph.D.  
109 Southfield Road, Apt. 51H  
Shreveport, LA 71105

May 22, 2009

Paul Rainwater  
Executive Director  
Louisiana Recovery Authority  
150 3rd Street, Suite 200  
Baton Rouge, LA 70801

Re: Road Home Disaster Assistance

Dear Mr. Rainwater:

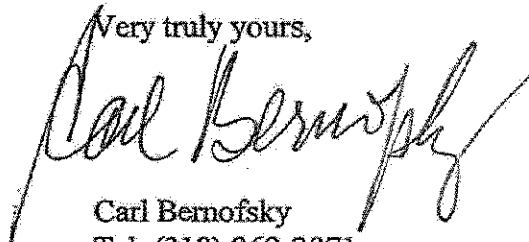
I was pleased to read in today's issue of the New Orleans *Times-Picayune* that you are committed to resolving issues that still remain concerning Road Home.

I have made several fruitless attempts to seek a determination of what options, if any, my wife and I would have in recovering at least part of the loss we suffered as a result of having to sell our damaged property in New Orleans after Hurricane Katrina. We are both senior citizens.

Attached are copies of letters that I have sent to the Road Home Program with details of our circumstances. None of them have been answered.

I should be most grateful if you can assist me with my request for information.

Very truly yours,



Carl Bernofsky  
Tel: (318) 869-3871

Attachments:

Letter to Road Home Program, August 1, 2008  
Letter to Road Home Appeals Department, August 19, 2008  
Letter to Office of Community Development, November 11, 2008  
Brief Description of Claim

**Exhibit I**  
Bernofsky v. Road Home

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <span style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span></p> <p>X</p> <p>B. Received by (Printed Name) <span style="float: right;">C. Date of Delivery</span></p> <p><i>Jim RECEIVED</i></p>
<p>1. Article Addressed to:</p> <p><i>Mr. Paul Rainwater Executive Director Louisiana Recovery Authority 150 3rd Street, Suite 200 Baton Rouge, LA 70801</i></p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p><i>MAY 25 2009</i></p> <p>Louisiana Recovery Authority</p> <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p>7008 1830 0002 0934 1646</p>

Carl Bernofsky, Ph.D.  
109 Southfield Road, Apt. 51H  
Shreveport, LA 71105

July 6, 2009

David Voelker  
Chairman, LRA Board  
Office of Community Development  
150 N. 3rd Street, Suite 700  
Baton Rouge, LA 70801

Re: Road Home Disaster Assistance

Dear Mr. Voelker:

My wife and I are in our seventies and chose Option 3 to sell our home in New Orleans and move to another location in Louisiana. According to LRA's *Proposed Action Plan Amendment 31*, November 5, 2008, p. 12, "Homeowners who have sold their homes prior to August 29th, 2007 may be eligible if the goals of the Program are met, and a homeowner can demonstrate that he or she remains in a loss situation after selling the damaged property to another party..." (Exhibit 1). This provision was later approved as detailed in a January 23, 2009 Press Release (Exhibit 2).

We first applied to the Road Home Program on May 7, 2006 via Governor Kathleen Blanco's Road Home Registry and received a registry number that we printed and kept for reference (Exhibit 3). During those tumultuous times, we were concerned with maintaining our health and reestablishing ourselves in a new location. Of the money we received from our flood insurance, the major portion went to pay off our mortgage (Exhibit 4). We continued to pay taxes on our damaged property (Exhibit 5), and arranged to have our property gutted. Unable to rebuild at this stage in our lives, we decided to sell.

Eventually, we sold our property to Mr. and Mrs. Randall D. Epperley on February 14, 2007 (Exhibit 6). Our uncompensated loss after the sale was more than \$89,000 (Exhibit 7). The Epperleys renovated the property and, despite the downturn in the real estate market, resold it on or about April 15, 2009 for \$315,000 (Exhibit 8).

In spite of our previous registration, we were not contacted by Road Home Program. We learned from newspaper reports that senior citizens who sold their Katrina damaged homes would be eligible for assistance. We therefore initiated correspondence with a number of parties whom we felt would be in a position to advise us further.

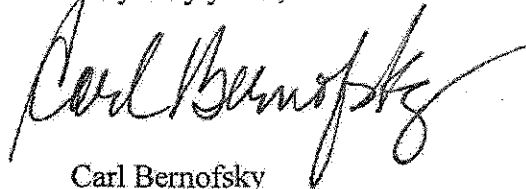
Those we contacted include: The Road Home Program, August 1, 2008 (Exhibit 9); Road Home Appeals Department, August 19, 2008 (Exhibit 10); Paul Catrou, Office of Community Development, November 11, 2008 (Exhibit 11); and Paul Rainwater, Louisiana Recovery Authority, May 22, 2009 (Exhibit 12). We received no response to our inquiries.



On June 1, 2009, after voicing a complaint to Senator Landrieu's office, I received the first of several calls from Judy Johnson-White of The Road Home Program, who assured me that the Office of Community Development would be processing our case file and contacting us. Thus far, my wife and I have received nothing in writing from either Ms. Johnson-White or the Office of Community Development.

We consider the lack of responsiveness to our case by The Road Home Program to be irresponsible, and it is our hope that we will not be forced to seek a legal remedy in the courts. We respectfully ask that you look into this matter and get back to us with a fair and equitable resolution.

Very truly yours,



Carl Bernofsky  
(318) 869-3871

Enc: Documents Relating to The Road Home Appeal of Carl Bernofsky and  
Shirley G. Bernofsky

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. David Voelker  
Chairman, LRA Board  
Office of Community Development  
150 N. 3rd Street, Suite 700  
Baton Rouge, LA 70801

2. Article Number

(transfer from service label)

7008 1830 0002 0934 1677

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

x *Victoria Butler*

Agent

Addressee

B. Received by (Printed Name)

*Victoria Butler*

C. Date of Delivery

*7-9-09*

D. Is delivery address different from item 1?

Yes

If YES, enter delivery address below:

No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

Carl Bernofsky, Ph.D.  
109 Southfield Road, Apt. 51H  
Shreveport, LA 71105

May 19, 2009

The Honorable Mary L. Landrieu  
Chairman, Subcommittee on Disaster Recovery  
328 Hart Senate Office Building  
Washington, DC 20510

Re: Road Home Disaster Assistance

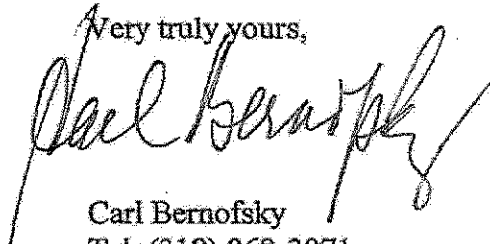
Dear Senator Landrieu:

I am pleased that you are committed to resolving issues that still remain concerning the Road Home process. I should like to point to the fruitless attempts I have made to seek a determination of what options, if any, my wife and I would have in recovering at least part of the loss we suffered as a result of having to sell our damaged property after the hurricane.

Attached are copies of letters that I have sent to the Road Home Program with details of our circumstances. They have all been unanswered.

I should be most grateful if you can direct me to the appropriate agency personnel with the authority to respond to my request for information.

Very truly yours,



Carl Bernofsky  
Tel: (318) 869-3871

Attachments:

- Letter to Road Home Program, August 1, 2008
- Letter to Road Home Appeals Department, August 19, 2008
- Letter to Office of Community Development, November 11, 2008
- Brief Description of Claim

# United States Senate

WASHINGTON, DC 20510-1804

May 22, 2009

Dr. Carl Bernofsky  
109 Southfield Road, Apartment 51H  
Shreveport, Louisiana 71105

Dear Dr. Bernofsky:

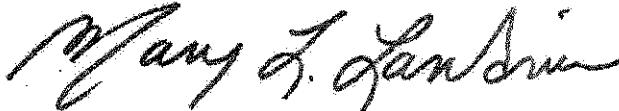
Thank you very much for letting me hear from you concerning your issues with the Road Home Program.

I will certainly be pleased to look into this matter for you and have taken the liberty of contacting the appropriate officials to request a report. I will be back in touch with you as soon as I receive any additional information.

I appreciate your bringing this important matter to my attention. I hope that you will continue to contact me when I can be of assistance to you. For future reference, casework such as this, is handled by my local state offices. Your case is being handled by my Shreveport office at 300 Fannin, Suite 2240, Shreveport, LA 71101.

With kindest regards, I am

Sincerely,



Mary L. Landrieu  
United States Senator

MLL:lrw

**Exhibit L**  
Bernofsky v. Road Home

Carl Bernofsky, Ph.D.  
109 Southfield Road, Apt. 51H  
Shreveport, LA 71105

August 3, 2009

The Honorable Mary L. Landrieu  
Chairman, Subcommittee on Disaster Recovery  
300 Famin Street, Suite 2240  
Shreveport, LA 71101

Re: Road Home Disaster Assistance

Dear Senator Landrieu:

Your letter of May 22, 2009 concerning the failure to the Road Home Program to address our uncompensated Katrina loss offered a ray of hope to my wife and me. However, as indicated by the update below, there has been no further progress.

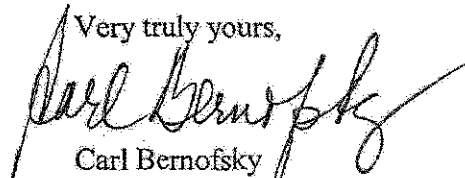
On June 1, 2009, after contacting your Washington office for assistance, I received the first of several calls from Judy Johnson-White of The Road Home Program, who eventually informed me that we did not meet the application deadline for Road Home assistance. We initially registered May 7, 2006 (Exhibit 3), and after hearing nothing, we began sending letters starting August 1, 2008 (Exhibit 9).

Since it appeared that our case was being stonewalled, I sent a request for action to David Voelker, Chairman of the LRA Board, together with a binder of documents to help verify our eligibility for assistance. This binder is enclosed for your reference, and the letter to Mr. Voelker is Exhibit 13.

Another month has elapsed without word from the LRA or the Office of Community Development, and I am uncertain whether this indicates incompetence or foul play, and whether I should consult with an attorney for possible legal action. According to LRA's November 5, 2008 *Proposed Action Plan Amendment 31*, elderly households such as ours are eligible for compensation based on 100% of the pre-storm value of their home (page 10, attached) if their homes were sold prior to August 29, 2007, as was ours (page 12, attached).

The rules and regulations regarding uncompensated Katrina losses for seniors appear to be clear. However, my wife and I remain stymied by the lack of positive response from the Road Home Program, and it will soon be four years since Katrina destroyed our home. I should be most grateful if you can help resolve the blockage that is keeping our case from being processed by The Road Home Program.

Very truly yours,



Carl Bernofsky  
Tel: (318) 869-3871

**Exhibit M**  
Bernofsky v. Road Home

- Enc: 1. Letter, May 19, 2009 from Carl Bernofsky to Senator Landrieu  
2. Letter, May 22, 2009 from Senator Landrieu to Carl Bernofsky  
3. LRA, *Proposed Action Plan Amendment 31*, November 5, 2008, pages 9, 10 & 12  
4. Documents Relating to The Road Home Appeal of Carl Bernofsky and Shirley G. Bernofsky

# United States Senate

WASHINGTON, DC 20510-1804

August 6, 2009

Dr. and Mrs. Carl Bernofsky  
109 Southfield Road, Apartment 51H  
Shreveport, Louisiana 71105

Dear Dr. and Mrs. Bernofsky:

Thank you very much for your visit to my Shreveport office. I regret the problems you have had with the State of Louisiana's Road Home Program.

The Road Home representative has responded to my Shreveport office that you were actually registered with the pilot registration program. As I understand the process, they were taking the information before the program was officially funded. After, they were contacting the registrants for them to complete their registration. It appears that your registration was never completed and the Road Home program has sent the Office of Community Development a request that you be allowed to complete an application. I am forwarding your information to that agency and have asked that they please respond. I will be back in touch with you as soon as I receive any additional information.

I appreciate your bringing this important matter to my attention, and I hope that you will continue to contact me when I can be of assistance to you.

With kindest regards, I am

Sincerely,



Mary L. Landrieu  
United States Senator

MLL:lrw

**Exhibit N**  
Bernofsky v. Road Home

# United States Senate

WASHINGTON, DC 20510-1804

September 14, 2009

Office of Community Development  
Mr. Paul Catrou  
P. O. Box 94095  
Baton Rouge, LA 70804-9095

Re: Dr. and Mrs. Bernofsky  
6478 Gen. Diaz St., New Orleans, LA 70124  
Road Home Id: W9070672  
FEMA Id: 938119750

Dear Mr. Catrou:

I am writing in regards to the inquiry I made on behalf of Dr. and Mrs. Carl Bernofsky of Shreveport, Louisiana. They have contacted our office previously concerning their Road Home Application. As stated in my August 6, 2009 letter to your office, the Road Home Program has indicated that an OCD Exception form has been sent to you by their office.

To date, neither the Bernofsky's nor my office have received a response from your office. Any further indication you can give me now about the disposition of this matter would be helpful and most appreciated.

With kind regards, I am

Sincerely,

COPY

Mary L. Landrieu  
United States Senator

MLL:lrw

cc: Dr. and Mrs. Carl Bernofsky

**Exhibit O**  
Bernofsky v. Road Home

BOBBY JINDAL  
GOVERNOR



ANGELE DAVIS  
COMMISSIONER OF ADMINISTRATION

**State of Louisiana**  
Division of Administration  
Office of Community Development  
Disaster Recovery Unit

October 20, 2009

Dr. and Mrs. Carl Bernofsky  
109 Southfield Road, Apt. 51H  
Shreveport, LA 71105

Re: 6478 Gen. Diaz St., New Orleans, LA 70124


Dear Dr. and Mrs. Bernofsky:

The Louisiana Office of Community Development (OCD) received an inquiry on your behalf from Senator Mary L. Landrieu's office concerning the results of the OCD-Road Home Eligibility Panel's determination for your damaged residence.

I regret to inform you that you remain ineligible for *Road Home* Program participation because you did not apply to the *Road Home* Homeowner Assistance Program prior to the July 31, 2007, application deadline. You originally submitted your information to Louisiana's Housing Registry, which was a pre-application process used to survey the disaster's impact and to estimate the amount of federal funding the State would need to fund the recovery efforts. This was not an application for the *Road Home* Program. The U.S. Department of Housing and Urban Development has directed the State that exceptions cannot be granted for individuals who failed to comply with this application deadline. The Louisiana Recovery Authority publicized the deadline, along with other relevant notices, through numerous news releases, public service announcements, and outreach events.

This determination was made in accordance with Louisiana Recovery Authority and Louisiana Office of Community Development governing rules and policies for the funding award calculation and/or program eligibility. *Road Home* Policies are available on the INTERNET at <https://road2la.org/homeowner/resources.htm#policies>.

Sincerely,

  
Richard W. Gray  
Deputy Director

cc: U.S. Senator Mary L. Landrieu

**Exhibit P**  
Bernofsky v. Road Home



**Disaster Recovery Initiative**  
**U.S. Department of Housing and Urban Development (HUD)**

[Docket No. FR-5051-N-01]

Federal Register / Volume 71, Number 29

Department of Defense Appropriations Act, 2006

**Louisiana Office of Community Development,  
Division of Administration**

**Louisiana Recovery Authority**

***Proposed Action Plan Amendment 31 (First Allocation) –  
Extension of Deadline for Homeowners Who Have Sold Their  
Homes***

**November 5<sup>th</sup>, 2008**



**Bobby Jindal**  
Governor

**Mitch Landrieu**  
Lieutenant Governor

**Angele Davis**  
Commissioner of Administration

**David Voelker**  
Chairman, LRA Board

Office of Community Development  
150 N. 3rd Street, Suite 700  
Baton Rouge, LA 70801  
P.O. Box 94095

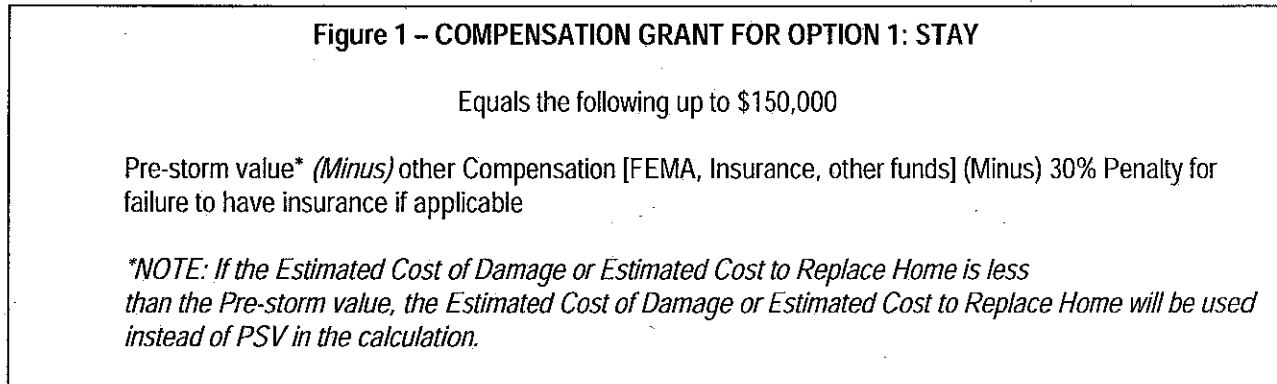
Baton Rouge, LA 70804-9095

<http://www.doa.louisiana.gov/cdbg/cdbg.htm>

**Exhibit Q**  
Bernofsky v. Road Home

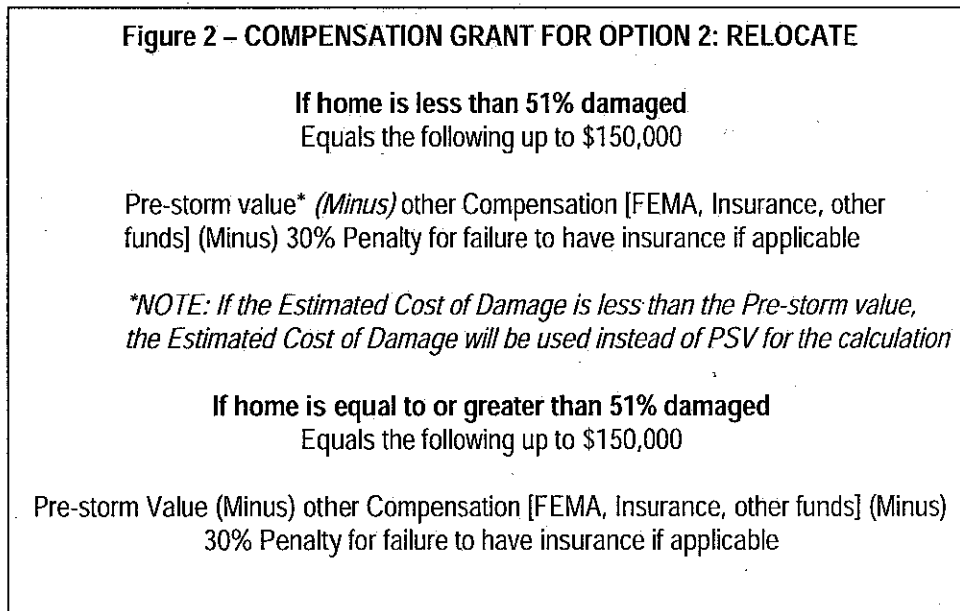


**Figure 1** provides a summary of the basic calculations that the *Road Home* program will use to determine compensation benefits.



### **2.4.5 Option 2: Relocate**

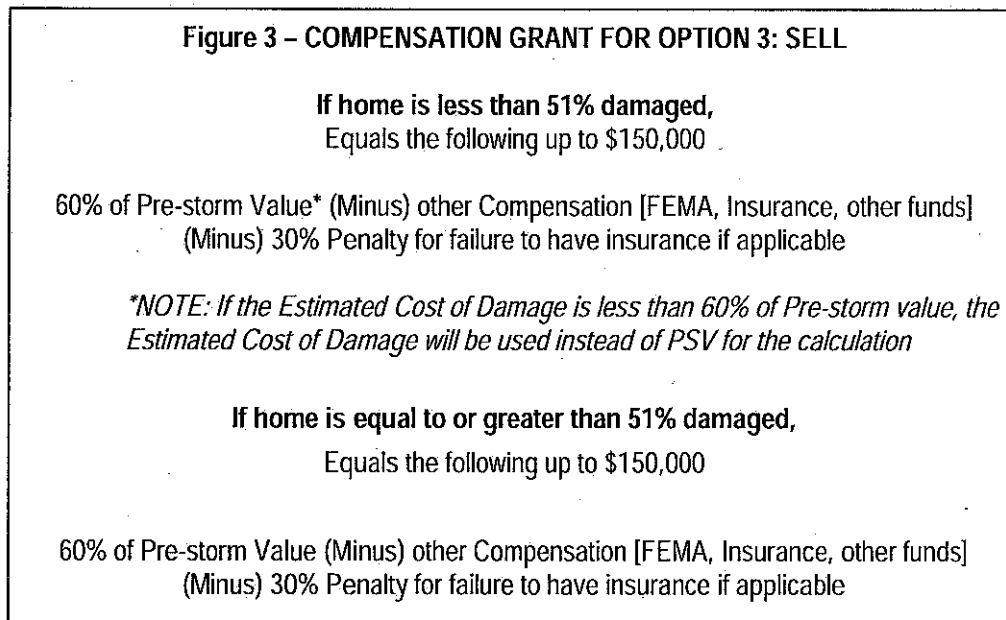
A homeowner who elects to stay in Louisiana as an owner, but not in the same home will be able to sell their property to the State. **Figure 2** provides a summary of the basic calculations that the *Road Home* program will use to determine compensation benefits. Depending on the percentage damage to the home, the State will compensate the homeowner based on the home's pre-storm value or the Estimated Cost of Damage.



### **2.4.6 Option 3: Sell**

Homeowners may elect to forego homeownership in the State. They may choose to sell their property to the State and relocate outside of Louisiana or remain in the State but choose not to purchase a home. Depending on the percentage damage to the home,

the State will compensate the homeowner based on 60% of the home's pre-storm value or the Estimated Cost of Damage. For elderly households and military personnel called to duty, calculations for compensation will be based on **100%** Pre-storm Value and will follow the calculations in **Figure 2** above. **Figure 3** provides a summary of the basic calculations that the *Road Home* program will use to determine compensation benefits.



## **2.5 Redevelopment of Purchased Property**

The publicly chartered nonprofit *The Road Home* Corporation will take title to properties purchased by the *Road Home* Homeowner Assistance Program. Properties purchased by the program and held by *The Road Home* Corporation will be redeveloped and returned to commerce or preserved as green space, in a manner which is consistent with local land use plans and direction. Pursuant to a primary goal of the Homeowner Assistance Program, purchased land will not be left to blight and disrepair<sup>7</sup>.

The *Road Home* Corporation will work with local and parish governments to decide on the disposition of purchased properties. Working with local and parish governments, *The Road Home* Corporation may among other things:

- *Develop* properties by packaging the properties for redevelopment, offering them for redevelopment through competitive bids, and overseeing the redevelopment of the property consistent with local and regional plans that have been approved by the LRA and in adherence to the policy guidelines for rebuilding, recovery, and land use management set forth by the LRA. Any proceeds derived through

<sup>7</sup> Any required environmental compliance review will be conducted on the proposed redevelopment re-use, once the re-use has been established and prior to any commitment to redevelop or preserve as permanent open space.

homeowner would have been required to meet to qualify and receive assistance under the Program.

Death or Infirmity of Eligible Owner: Some homeowners have died since the time of the storms. In such event, an heir who has been placed into legal possession of the property under applicable law will be eligible for homeowner assistance in place of the deceased owner. If a homeowner is incapacitated due to illness or other infirmity, any person legally authorized to act on behalf of such a person, such as is provided by a power of attorney, is eligible to apply for assistance on behalf of the homeowner.

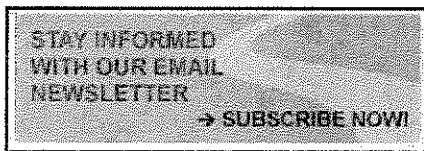
If a homeowner who has received assistance from *The Road Home* dies after receiving assistance and signing the required legally binding agreements to ensure compliance with the Program requirements, the agreements will continue to apply to the property.

Owner-Occupants Who Have Sold Their Principal Residence Without Assistance from *The Road Home*: Some homeowners may have chosen to sell their homes without assistance from the *Road Home* Homeowner Assistance Program. It is the goal of *The Road Home* to ensure that damaged properties qualifying under the Homeowner Assistance Program do not remain blighted and undeveloped. Homeowners who have sold their homes prior to August 29<sup>th</sup>, 2007 may be eligible if the goals of the Program are met, and a homeowner can demonstrate that he or she remains in a loss situation after selling the damaged property to another party, such homeowners may receive assistance under the Program to compensate for remaining losses in accordance with the Program requirements. Assistance for these homeowners is subject to the availability of funds.

Owners Who Have Received Other Assistance: Policies will be set for discounting compensation amounts for any grants or below-market interest rate loans from government agencies that may have been received by an owner for these purposes. Pursuant to federal statute, assistance from *The Road Home* must be used to repay any loans from the Small Business Administration (SBA) that a homeowner has received in compensation for the same losses.

Owners of Homes Located on Leased Land: Owners of a site built home, manufactured home or mobile homes may also be eligible for assistance regardless of whether they own the land on which the damaged home was located, to be determined by criteria developed in order to ensure ownership and immobilization of the structure.

Appeals: Any homeowner has the right to appeal decisions made by the *Road Home* program including eligibility decisions and calculation amounts used to determine funding assistance awards. To appeal a *Road Home* award, call 1-888-Road2LA (1-888-762-3252) for instructions or check the web site at Road2la.org. TTY callers use 711 relay or 1-800-846-5277.



[[Home](#)] > [[News Room](#)] > Archived Releases

## For Immediate Release

### HUD Approves *Road Home* Change to Aid More 'Sold Homes' Applicants

**BATON ROUGE, La., January 23, 2009** - The U.S. Department of Housing and Urban Development has approved the state of Louisiana's request to bring more *Road Home* applicants into the Sold Homes program, a change which could make more than 800 families eligible for aid.

"Homeowners had to make tough personal choices about what to do with their homes after hurricanes Katrina and Rita, and many times this included selling a home for an extreme loss," said Paul Rainwater, executive director of the Louisiana Recovery Authority. "By approving this change, the federal government is allowing us to aid more of those families, for which we are thankful."

The approval extends the timeframe until August 29, 2007, meaning that *Road Home* applicants who sold their homes up to that time, and prior to receiving aid from the program, are now eligible for aid. The previous deadline was August 29, 2006. Before submitting the plan, the state took public comment on the change and it was approved by the LRA's board and the state Legislature.

When the original *Road Home* action plan was written and approved in 2006, it included a provision to pay grants for applicants who sold their homes at a loss prior to the launch of the Road Home, but only if the program had funds remaining after paying compensation and elevation grants.

Last fall, the state made "sold home" applicants eligible for program funding and has started processing their applications and scheduling closing appointments for their grants. The change affects an additional 832 applicants; sufficient funds exist in the \$100 million budgeted for the Sold Homes program. These applicants had been contacted by the Road Home and their applications will be processed now.

The state sent 5,500 letters to "sold homes" applicants, with 2,964 applicants responding as interested in funding. From that pool, 1,657 applicants have active, in progress applications and another 102 are having their eligibility verified.

Applicants still must have applied to the program prior to its July 31, 2007, application deadline and completed their first appointment by December 15, 2007. Regulations attached by Congress to the use of the final allocation of *Road Home* funds do not allow for any new *Road Home* applications to be taken.

To view the approved plan, visit <http://www.doa.louisiana.gov/cdbg/dr/plans/Amend31-Proposed-SoldHomeDeadline-08-11-05.pdf>.

###

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**Exhibit R**  
Bernofsky v. Road Home

## DESCRIPTION OF CLAIM

The home of Carl Bernofsky and Shirley Goodman Bernofsky at 6478 General Diaz Street in New Orleans, with its contents, was destroyed by the flooding that ensued after collapse of the 17th Street Canal following Hurricane Katrina. We claim the monetary difference between the market value of our home and contents and the cost of selling the damaged property, against the insurance paid by our insurer, State Farm, assistance received from FEMA and the proceeds derived from the sale as outlined below. Documentation for the figures given is available upon request.

### Losses and Expenses

Fair market value of home <sup>1</sup>	\$280,000.00
Insured value of contents	113,000.00
Gutting	9,100.00
Grounds upkeep	240.00
Settlement charges	7,718.50
Travel expenses to closing	<u>459.66</u>
<b>Total losses and expenditures:</b>	<b>\$410,518.16</b>

### Recovered from FEMA, Insurance and Sale

FEMA emergency assistance	\$2,000.00
FEMA rental assistance	4,128.00
Flood insurance, building	156,600.00
Flood insurance, contents	49,100.00
Wind damage, building	1,873.13
Proceeds from sale of property	<u>107,425.15</u>
<b>Total recovered:</b>	<b>\$321,126.28</b>
<b>Claimed Loss:</b>	<b>\$89,391.88</b>

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<sup>1</sup>Our brick home, on piers, was 2,104 square feet, had a detached, two-car brick garage and had sustained 51.74 percent damage. Its fair market value is based on: 1) The pre-Katrina sales of comparable homes in our Lakeview neighborhood; 2) The Gulf South Real Estate Information Network report that pre-Katrina home sales prices in Lakeview averaged \$156 per square foot; and 3) The Multiple Listing Service report that pre-Katrina home sales prices in Lakeview averaged \$157 per square foot. The initial asking price for the newly renovated home was \$399,000. It was sold on or about April 15, 2009 for \$315,000.

## NEW ORLEANS REAL ESTATE TRANSFERS

Times-Picayune, The (New Orleans, LA) - Saturday, May 16, 2009

### NEW ORLEANS

Transfers filed April 13-17

*P. 21  
Inside Out Section*

#### — 1ST DISTRICT —

Camp St. 819, 823, 829, Unit 7. Faubourg Saint Charles LLC to Heymann Foundation, \$715,000.

Canal St. 3034, 3038, 3918, 4433, Cleveland Ave. 3917, S. Hennessey St. 118, S. Scott St. 119-21, S. St. Patrick St. 135. John E. Ruiz Jr. to Glendale Investments LLC, no value stated.

Cleveland Ave. 4614. Gail Sheperd Petric to John N. Harrington and Tracy Hamlin Harrington, \$60,000.

Erato Street, square 505, lots 6, 7 and 8. First Greater St. James Baptist Church Inc. to Sweet Home Christian Center, \$15,000, donation.

Gravier St. 515. Elena Damien to Wyndham Vacation Resorts Inc., \$29,798.

Perdido St. 821, Unit PH1. Succession of Mark Anthony Toups to Michael T. Oakes and Michelle Hyver Oakes, \$460,000.

S. Bernadotte St. 227. William R. Wright to Shannon McGuire Wright, donation, no value stated.

S. Clark St. 315. Tanya Fuqua Johnson to Road Home Corp., \$94,785.

S. Jefferson Davis Parkway 204. Deutsche Bank National Trust Co. to James D. Ritchey, \$85,000.

S. Olympia St. 222-24. Maureen Hughes to Laura Devitt, \$180,000.

Salcedo Street corner Euphrosine Street, square 643, portion of ground. Illinois Central Railroad Co. to Carl E. Woodward LLC, \$25,000.

Simon Bolivar Ave. 1234. New Orleans Redevelopment Unlimited Inc. to NONDC LLC, \$11,500.

Thalia St. 3925-27. Lillie Mae Shortridge to Road Home Corp., \$50,061.

#### — 2ND DISTRICT —

Barracks St. 1212. Smith Family revocable trust to Jeffrey Alan Taylor and Marie Vestal Taylor, no value stated.

Canal Blvd. 6321. Frank D. Natal III to Jessie Ourso, \$165,138.

City Park Ave. 500. Mildred Marie Scivicque Saunders to 500 City Park Avenue LLC, no value stated.

Dauphine St. 734, Unit 3. Mark Woolums and Raquel Copeland Woolums to Daniel Edward Blaesing II and Joseph Bradley Paytas, \$210,000.

Dumaine St. 3317. Robert S. Sergent Sr. and Marcia Smith Sergent to Dana Erin Dupre' Palmer and Mitchell

Adam Palmer, \$326,667.

Florida Ave. 410. Louis S. Crews III to Shannon Champagne Crews, undivided one-half interest, donation, no value stated.

→ Gen. Diaz St. 6478. Randall Dean Epperley and Rose Randazzo Epperley to James R. Young, \$315,000.

Gen. Haig St. 6549. Harold C. Burkert and Flora M. Burkert revocable living trust to Chandra Pala Mapalagama, \$148,000.

Gov. Nicholls St. 2324, 2328. GAC Enterprises Inc. to Louisiana Home & Land Development Corp., \$65,000.

Hagan Ave. 946. Joanna Losberg Sanders to Lorraine Losberg Davis, \$21,834.

Hagan Ave. 946. Margaret Rose Losberg Cox to Lorraine Losberg Davis, \$21,833.

Hagan Ave. 946. Lorraine Ciaccio Losberg to Lorraine Losberg Davis, donation, no value stated.

Louis XIV St. 6435. 7115 Marshal Foch LLC to Temple Anne Stephens, \$219,275.

Louis XIV St. 6559. Paulette Tokar to Road Home Corp., \$121,481.

Louis XIV St. 6625. Terry Sarris Plaisance to Alexandra Lyn Kueper, Patrick Michael Plaisance and Westmoreland Patrick Plaisance, donation, no value stated.

Louisville St. 6769. Frank D. Natal III to Jessie Ourso Borrello, \$212,000.

Marshal Foch St. 6425. Megan Elizabeth Ness to Adam Scott Miller and Rebecca Schambach Miller, \$259,000.

Montegut Drive 5163. Denise Marie Baudier to Chisesi Investments LLC, \$37,000.

N. Broad St. 315. Frank Joseph Trapani to Linda F. Magee and James E. Smith, \$175,000.

S. Lark St. 47. Harold D. Kennedy and Mary Hornberger Kennedy to Jeffrey S. Lyon and Michelle A. Heurtin Lyon, \$636,000.

S. St. Peter St. 621, Unit 3. Ann Marie Campbell Lewis and Thomas M. Lewis to Donald L. Bowden and Kitty Parrish Bowden, \$220,000.

St. Ann St. 3232. Ardeen W. Guy to Road Home Corp., \$55,644.

St. Peter St. 2831-33. Elvera L. Kerr to Vivison Herman Kerr, her undivided one-half interest, \$25,000, donation.

St. Philip St. 919, Unit 6. E. Ramon Arango to Robert James Rowell, \$179,000.

— 3RD DISTRICT —

Agriculture St. 2358-60. Michael Eddington, Lynn Fleury and Jean Gaines to Road Home Corp., \$112,580.

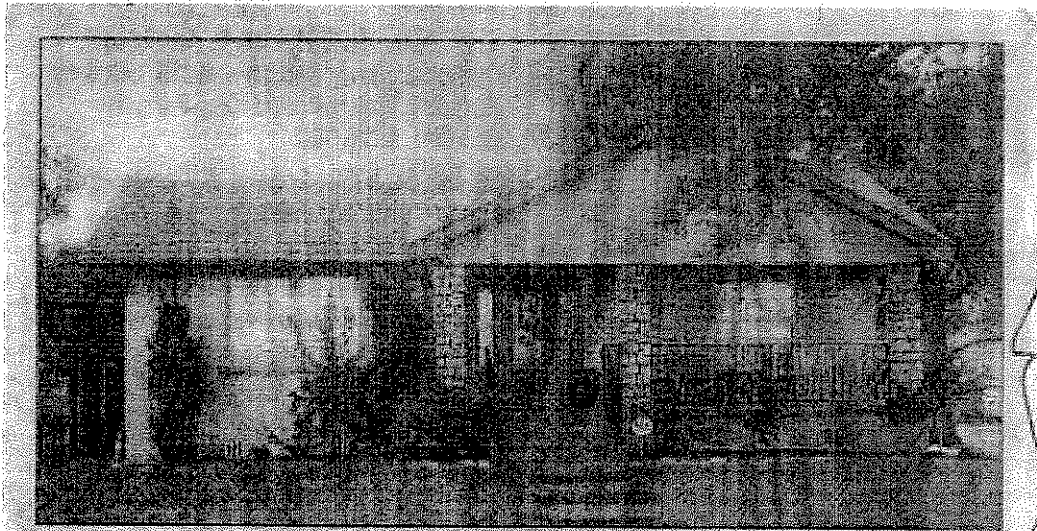
Alabo St. 2134. Richard A. Williams Sr. and Horace Willis to Road Home Corp., \$95,850.

Alvar St. 1311. U.S. Bank National Association to Curley Johnson and Tiana M. Holmes Johnson, \$22,500.

Aubry St. 2816-18. Ralph C. Walker Jr. to Tasha Walker, donation, no value stated.

Baccich St. 5514. Antoinette Smith to Road Home Corp., \$74,516.





**NEW ORLEANS LAKEVIEW:** This house at 6478 Gen. Diaz St. was sold by Randall Dean Epperley and Rose Randazzo Epperley to James R. Young for \$315,000.

# CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

### I. (a) PLAINTIFFS

Carl Bernofsky and Shirley G. Bernofsky

(b) County of Residence of First Listed Plaintiff Caddo  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)  
Carl Bernofsky and Shirley G. Bernofsky, Pro Se  
109 Southfield Rd., Apt. 51H, Shreveport, LA 711058  
(318) 869-3871

### DEFENDANTS

The Road Home Corporation, et al.

County of Residence of First Listed Defendant E. Baton Rouge

(U.S. DISTRICT COURT ONLY)  
WESTERN DISTRICT OF LOUISIANA  
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known) **APR NOV 13 2009**

TONY R. MOORE, CLERK  
BY \_\_\_\_\_ DEPUTY

### II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

### III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                            |                            |   |                            |                            |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

### IV. NATURE OF SUIT (Place an "X" in One Box Only)

OTHER STATUTES	OTHER STATUTES	OTHER STATUTES	OTHER STATUTES	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 660 Occupational Safety/Health	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability		<input type="checkbox"/> 690 Other	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury			<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract				<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability				<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 890 Other Statutory Actions
				<input type="checkbox"/> 891 Agricultural Acts
				<input type="checkbox"/> 892 Economic Stabilization Act
				<input type="checkbox"/> 893 Environmental Matters
				<input type="checkbox"/> 894 Energy Allocation Act
				<input type="checkbox"/> 895 Freedom of Information Act
				<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
				<input type="checkbox"/> 950 Constitutionality of State Statutes

### V. ORIGIN

(Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

### VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Violation, 14th Amend., U.S. Const. / Violation, Art. 1, Sect. 3, LA. Const. / Violation, 42 U.S.C. Sect. 1983  
Brief description of cause:  
Road Home Equal Protection Action

### VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** 89,391.88 **CHECK YES only if demanded in complaint:**  
**JURY DEMAND:**  Yes  No

### VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE  
11/13/2009

SIGNATURE OF ATTORNEY OF RECORD

### FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_