

**CIVIL DISTRICT COURT OF THE PARISH OF ORLEANS
STATE OF LOUISIANA**

CASE NO.: 2020 - 7736

SECTION: "G"

PFJ FLOATS, LLC

v.

MYSTIC KREWE OF NYX, INC., AND JULIE LEA

FILED

DEPUTY CLERK

PETITION FOR DAMAGES

NOW INTO COURT, Petitioner **PFJ FLOATS, LLC** (hereinafter "PFJ Floats"), a limited liability company domiciled in Jefferson Parish, who with respectfully represents as follows:

I.

Made Defendants herein are

1. **THE MYSTIC KREWE OF NYX** (hereinafter "Nyx"), a domestic non-profit corporation domiciled in Orleans Parish; and
2. **JULIE LEA**, an individual who, upon information and belief is domiciled in St. Tammany Parish, who is the President and Captain of Nyx;

II.

Since its first parade in 2012, or for nine years, Petitioner, PFJ Floats, LLC has provided parade support for the Nyx parade, including but not limited to float rentals, float design, float rentals, float signs, costumes, artistic drawings, conceptual design, transportation including escorts, tractors, and tractor drivers, organizational parade aspects such as police coordination and staging, and many other actions that

made Nyx a previously successful parade and Super Krewe.

III.

For the past nine years, Petitioner, PFJ Floats, has contracted with Nyx each year for these services pursuant to an oral contract that is later reduced to writing immediately prior to each parade.

IV.

For the past nine years, Petitioner, PFJ Floats, and Nyx orally contracted approximately one year and a half in advance of the Nyx parade. That is, for the 2020 Nyx Parade, Petitioner, PFJ Floats, and Nyx would orally contract in the Fall of 2018. Subsequently, both parties would work on conceptual designs, float design and preparation, and organizational aspects up until the Parade, as it takes over a year of work to put on a parade of the size and scale of Nyx. Such contract for 2020, for example, was reduced to writing and signed on February 11, 2020, just eight days before the 2020 Nyx parade despite the fact that all parties had been working on the 2020 parade since the Fall of 2018 pursuant to their oral agreements.

V.

For the past nine years, the basic terms of the yearly contracts were essentially identical. Petitioner, PFJ Floats, charges the same “all inclusive” per-float rate to Nyx with line items for out of pocket expenses, such as police details, and costume costs.

VI.

In or around November of 2019, Nyx and Petitioner, PFJ Floats, orally agreed to contract for PFJ Floats to provide parade support to put on the Nyx 2021 parade,

as they had done for the nine past years. The 2021 parade was contracted for 87 floats that would be rented from and custom designed and outfitted by Petitioner, PFJ Floats.

VII.

Throughout 2019 and 2020, Petitioner, PFJ Floats and Nyx worked together to discuss parade themes, organizational parade logistics, float design, and other aspects of the Nyx 2021 parade pursuant to the oral contract. Petitioner, PFJ Floats, expended significant efforts, monies, and labor in accordance with the contract to prepare for the Nyx 2021 parade.

VIII.

Because Petitioner, PFJ Floats, has a number of floats it owns and the fact that it custom designed and outfitted those floats for Nyx 2021, PFJ Floats was unable to use a significant amount of floats for other parades. It was further precluded from securing additional business due to its contractual obligation to provide parade support for a parade of Nyx's magnitude.

IX.

In addition, Petitioner, PFJ Floats, has been storing two floats owned by Nyx since February 20, 2020 on its premises, as well as providing maintenance on these floats based on the agreement that Petitioner, PFJ Floats, would provide parade support services to Nyx for the 2021 parade. Nyx has not paid for that storage.

X.

To date, Petitioner, PFJ Floats, has dutifully fulfilled its obligations under the Nyx 2021 parade support contract.

XI.

On or around June 1, 2020, the official Nyx Instagram account posted a photo depicting a black and white child embracing, and stating “Our souls are the same color” and “#alllivesmatter.”

XII.

Such post created an expected firestorm of controversy and scrutiny surrounding the Nyx parade, as well as an investigation into the Nyx leadership and financial activities that was highlighted on social media, as well as the news. On information and belief, those investigations are ongoing.

XIII.

Due to the social media post and outrage following same, including the failure of Nyx to apologize for the post, Nyx had an exodus in its membership, where hundreds of members left the Krewe, demanding a refund of their 2021 dues. When those refunds were not refunded, dozens of members sued Nyx in First City Court for the Parish of Orleans. Those matters are still pending.

XIV.

Further, around the same time, it was exposed by the news media and individuals on social media that Nyx had failed to pay the tractor drivers that pulled the Nyx 2020 parade, individuals secured by Petitioner, PFJ Floats, the full amount of the tips that were collected in cash from its membership. Around that time, on June 12, 2020, Petitioner, PFJ Floats, advised the tractor drivers in a letter that Nyx had collected their 2020 parade tips and there appeared to be a discrepancy in the monies relative to their 2020 Nyx tips.

XV.

During that time period, it was being investigated by the media whether Defendant, Julie Lea, had improperly financially benefitted from the Krewe of Nyx, which is a non-profit. On information and belief, these investigations are ongoing.

XVI.

Subsequent to these scandals, on September 15, 2020, Nyx acknowledged the existence of the subject contract, advised PFJ Floats that they had contracted with another float company for Nyx 2021 and that it was terminating its contract with PFJ Floats and that it did not intend to comply with any of the terms of the contract.

XVII.

Subsequent to these scandals, on September 15, 2020 Nyx advised Petitioner, PFJ Floats, that they had contracted with another float company for Nyx 2021 and that it was breaching its contract with PFJ Floats and that it did not intend to comply with any of the terms under the contract.

XVIII.

Despite this unequivocal breach of contract and statement that Nyx has contracted with a third party for its 2021 parade, as of the date of the filing of this Petition after the breach of contract, Nyx has a “hype” video for Nyx 2021 featured on its social media page which reflects the floats that have been designed and outfitted for Nyx 2021 by Petitioner, PFJ Floats, pursuant to its contract with Nyx.

Breach of Contract Claim

XIX.

Nyx breached its contract with Petitioner, PFJ Floats, relative to the Nyx 2021

parade.

XX.

Due to Nyx's breach of the contract, Petitioner, PFJ Floats, has suffered damages and continues to suffer damages, including but not limited to out of pocket costs, storage fees, labor costs and other fees, loss of business opportunity, attorney fees, court costs, loss of profits and interest.

XXI.

Because of Nyx's unequivocal statements that it was breaching the contract and does not intend to comply with any of its terms, including but not limited to payment, and had, in fact, contracted with another company to perform the contracted-for duties, Petitioner, PFJ Floats, intends to cease its performance under its contract as of the date of such notice in an attempt to mitigate its damages; otherwise, it will continue to incur damages, including out of pocket costs and labor.

Unjust Enrichment Claim

XXII.

PFJ Floats pleads that Defendant, Nyx, has been unjustly enriched by its work and so it is entitled to compensation under the Louisiana Civil Code article 2298, the doctrine of unjust enrichment, as well as under the principles of *quantum meruit*. Accordingly, Petitioner is entitled to be compensated accordingly.

Detrimental Reliance Claim

XXIII.

Nyx represented to Petitioner, PFJ Floats, through oral representations, as well as written affirmations and its conduct that it was contracting with Petitioner, PFJ

Floats, for the Nyx 2021 parade under the same terms and agreements that it had done for nine years. Petitioner, PFJ Floats, justifiably relied on those representations which have now caused damages including but not limited to out of pocket costs, fees, loss of opportunity, attorney fees, court costs, loss of profits and interest, due to the change of Nyx's position relative to the 2021 parade.

Bad Faith Obligation Claim

XXIV.

Petitioner, PFJ Floats, alleges liability and damages under Louisiana Code of Civil Procedure article 1997 because the breach of contract by Nyx was in bad faith and with malicious intent. Namely, Petitioner avers that Nyx breached its contract with Petitioner, PFJ Floats, not for any legitimate purposes but due to the fact that Petitioner, PFJ Floats, indicated its refusal to cover up the financial indiscretions of Nyx and Julie Lea, including but not limited to the tens of thousands of dollars of missing tip monies. Accordingly, Defendant is liable for all the damages foreseeable or not, that are a direct consequence of his failure to perform including but not limited to out of pocket costs, storage fees, labor costs and other fees, loss of business opportunity, attorney fees, court costs, loss of profits and interest..

Liability of Julie Lea for Tortious Interference with Contract

XXV.

Petitioner alleges that Defendant, Julie Lea, was aware of the existence of the contract between Petitioner, PFJ Floats, and Nyx and that she intentionally caused Nyx to breach the contract without justification and for her own personal interests, which caused the damages complained of herein.

Piercing the Corporate Veil

XXVI.

Petitioner alleges that this Honorable Court should “pierce the corporate veil” and find Julie Lea personally liable for the damages caused by the above-referenced conduct of Nyx and alleged by Petitioner herein.

XXVII.

On information and belief, Julie Lea uses Nyx for her own financial benefit, including commingling of funds between Nyx and Ms. Lea.

XXVII.

Venue is proper in this matter as Defendants are domiciled in Orleans Parish and the work and services that are the subject of the action were to be performed in Orleans Parish.

WHEREFORE, Plaintiff prays that the Defendants be served with a copy of this Petition and cited to appear and answer same and that after due proceedings had and a trial, there be a judgment in this matter in favor of the plaintiff, PFJ Floats, LLC, and against the Defendants for breach of contract, damages, storage fees, loss of business opportunities, loss of profits, penalties, court costs, expert fees, and attorney fees, and any other damages as shown under Louisiana law, together with legal interest thereon from date of judicial demand, until paid, and for all cost of these proceedings.

Respectfully submitted,

KIEFER & KIEFER


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PLEASE SERVE

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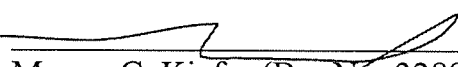
DEPUTY CLERK

REQUEST FOR NOTICE

In accordance with LSA-C.C.P. Article 1572, you are requested to give Plaintiff, PFJ Floats, LLC, written notice by mail ten (10) days in advance of the date fixed for the trial or hearing of this case, whether on exceptions, motions, rules or the merits. We also request immediate notice of all orders of judgments, whether interlocutory or final, made or rendered, in this case upon the rendition thereof as provided by LSA-C.C.P. Articles 1913 and 1914, including notice of judgment in the event this case be taken under advisement, or if the judgment is not signed at the conclusion of the trial.

Respectfully submitted,

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