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10 Attorneys for Plaintiff,  
Robert Gardner  
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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 FOR THE COUNTY OF LOS ANGELES

14 Robert Gardner,  
15 Plaintiff,

16 v.

17 Serrano Family Apartments LTD LP; JV  
18 Property Management & Brokerage, Inc.;  
19 Fernwood Lofts LLC; Oceanpark  
20 Apartments LLC; Park View Lofts LLC;  
21 Robert N. Nolan; David J. Taft; Shlomo  
22 Tuvia; Leah J. Tuvia; 933 Gramercy Drive  
23 LLC; 12727 Matteson Partners LP; Irolo  
24 16 LLC; 632 Cloverdale LLC; Pacific  
25 Listings, Inc.; South Gramercy Place LLC;  
26 Lon B. Isaacson; Catalina Apartments  
27 LLC; Sauer Properties; Judy Wizel,  
individually and in her capacity as the  
trustee of the Judy Wizel Trust; Faye H.  
Norman individually and in her capacity as  
the trustee of the Faye H Norman Trust;  
Braemar Management Corp.; Bella  
Properties LP; and DOES 1-10, inclusive,  
28

Defendants.

Case No.:

VERIFIED COMPLAINT for Injunctive  
and Declaratory Relief and Damages for  
Violation of:

1. Fair Employment and Housing Act,  
Cal. Gov't Code § 12955 subdivs.  
(a), (d), (g) and (k);
2. Fair Employment and Housing Act,  
Cal. Gov't Code § 12955 subdiv. (c);
3. Unruh Civil Rights Act, Cal. Civ.  
Code § 51 *et seq.*;
4. Negligence, Cal. Civil Code §1714;  
and
5. Los Angeles Municipal Code,  
Chapter IV, Article 5.6.1

DEMAND FOR JURY TRIAL

1 Plaintiff Robert Gardner complains of Defendants Serrano Family Apartments LTD  
2 LP; JV Property Management & Brokerage, Inc.; Fernwood Lofts LLC; Oceanpark  
3 Apartments LLC; Park View Lofts LLC; Robert N. Nolan; David J. Taft; Shlomo Tuvia;  
4 Leah J. Tuvia; 933 Gramercy Drive LLC; 12727 Matteson Partners LP; Irolo 16 LLC; 632  
5 Cloverdale LLC; Pacific Listings, Inc.; South Gramercy Place LLC; Lon B. Isaacson;  
6 Catalina Apartments LLC; Sauer Properties; Judy Wizel, individually and in her capacity  
7 as the trustee of the Judy Wizel Trust; Faye H. Norman individually and in her capacity as  
8 the trustee of the Faye H Norman Trust; Braemar Management Corp.; Bella Properties LP;  
9 and DOES 1-10, inclusive (collectively, “Defendants”), and alleges as follows:

## 11 INTRODUCTION

12 1. Plaintiff Robert Gardner brings this action against Defendants for  
13 Defendants’ policy and practice of unlawfully discriminating against persons in the rental  
14 or lease of housing accommodations based on lawful source of income.

15 2. Over the course of months in 2021 and 2022, each of the housing providers  
16 named as a Defendant herein discriminated against Plaintiff based on his receipt of Section  
17 8 Housing Choice Voucher rental assistance (“Section 8”).

18 3. Defendants denied Plaintiff rental housing opportunities based on his status  
19 as a Section 8 recipient and made discriminatory statements disfavoring Section 8  
20 recipients. Defendants’ actions violate State laws prohibiting source of income  
21 discrimination as well as the Municipal Code of the City of Los Angeles.

22 4. Prior to filing suit, Plaintiff sought relief through local and state  
23 enforcement agencies which turned him away due to an alleged lack of resources.  
24 Litigation is Plaintiff’s only recourse and is necessary to address the widespread  
25 discrimination that continues to occur, unchecked, throughout the City of Los Angeles over  
26 three years after the prohibitions against source of income discrimination took effect.

27 5. Through this lawsuit Plaintiff seeks declaratory and injunctive relief, as well  
28 as damages, reasonable attorney’s fees and costs of litigation.

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**JURISDICTION AND VENUE**

6. Pursuant to Code of Civil Procedure section 410.10, this action lies within the general jurisdiction of this Court, because the causes of action arise under California law and Defendants reside and/or do business within California.

7. This action meets the jurisdictional requirements for an unlimited civil case in that Plaintiff seeks permanent injunctive and declaratory relief as well as damages in excess of the minimum jurisdictional limits of this court.

8. Pursuant to Code of Civil Procedure section 395, venue is proper in the Los Angeles Superior Court, as it is the County where the defendants or some of them reside; the County in which the real properties at issue are located; and the County in which the injuries to Plaintiff occurred.

**PARTIES**

9. Plaintiff Robert Gardner is an individual and resident of Los Angeles County. At all times relevant herein Plaintiff has been a resident of the State of California and a recipient of Section 8.

10. Defendant Serrano Family Apartments LTD LP is, and at all times relevant herein was, a limited partnership incorporated under the laws of State of California with a primary business address in Los Angeles County.

11. Defendant JV Property Management & Brokerage, Inc. is, and at all times relevant herein was, a corporation incorporated under the laws of State of California with a primary business address in Los Angeles County.

12. Defendant Fernwood Lofts LLC is, and at all times relevant herein was, a limited liability corporation incorporated under the laws of State of California with a primary business address in Los Angeles County.

13. Defendant Oceanpark Apartments LLC is, and at all times relevant herein was, a limited liability corporation incorporated under the laws of State of California with a primary business address in Los Angeles County.

1           14. Defendant Park View Lofts LLC is, and at all times relevant herein was, a  
2 limited liability corporation incorporated under the laws of State of California with a  
3 primary business address in Los Angeles County.

4           15. Defendants Robert N. Nolan and David J. Taft are individuals doing  
5 business in the State of California with a primary business address in Los Angeles County.

6           16. Defendant Shlomo Tuvia and Leah J. Tuvia are individuals doing business  
7 in the State of California with a primary business address in Los Angeles County.

8           17. Defendant 933 Gramercy Drive LLC is, and at all times relevant herein was,  
9 a limited liability corporation incorporated under the laws of State of California with a  
10 primary business address in Los Angeles County.

11           18. Defendant 12727 Matteson Partners LP is, and at all times relevant herein  
12 was, a limited partnership incorporated under the laws of State of California with a primary  
13 business address in Los Angeles County.

14           19. Defendant Irolo 16 LLC is, and at all times relevant herein was, a limited  
15 liability corporation incorporated under the laws of State of Delaware and registered in the  
16 State of California. Irolo 16 LLC has a primary business address in Los Angeles County.

17           20. Defendant 632 Cloverdale LLC is, and at all times relevant herein was, a  
18 limited liability corporation incorporated under the laws of State of California with a  
19 primary business address in Los Angeles County.

20           21. Defendant Pacific Listings, Inc. is, and at all times relevant herein was, a  
21 corporation incorporated under the laws of State of California with a primary business  
22 address in Los Angeles County.

23           22. Defendant South Gramercy Place LLC is, and at all times relevant herein  
24 was, a limited liability corporation incorporated under the laws of State of California with  
25 a primary business address in Los Angeles County.

26           23. Defendant Lon B. Isaacson is an individual doing business in the State of  
27 California with a primary business address in Los Angeles County.

28           24. Defendant Catalina Apartments LLC is, and at all times relevant herein was,

1 a limited liability corporation incorporated under the laws of State of California with a  
2 primary business address in Los Angeles County.

3 25. Defendant Sauer Properties is, and at all times relevant herein was, a  
4 property management company doing business in the State of California.

5 26. Defendant Judy Wizer is an individual residing in Los Angeles County and  
6 the trustee of the Judy Wizer Trust.

7 27. Defendant Faye H. Norman is an individual residing in Los Angeles County  
8 and the trustee of the Faye H Norman Trust.

9 28. Defendant Braemar Management Corp. is, and at all times relevant herein  
10 was, a corporation incorporated under the laws of State of California with a primary  
11 business address in Los Angeles County.

12 29. Defendant Bella Properties LP is, and at all times relevant herein was, a  
13 limited partnership incorporated under the laws of State of California and doing business  
14 in Los Angeles County.

15 30. Plaintiff is currently unaware of the true identities of Does 1-10, inclusive,  
16 and will seek leave to amend his complaint when their true names, capacities, connections,  
17 and responsibilities are ascertained.

18 31. Plaintiff is informed and believes, and on that basis alleges that each of the  
19 Defendants is the agent, ostensible agent, alter ego, master, servant, trustor, trustee,  
20 employer, employee, representative, franchiser, franchisee, lessor, lessee, joint venturer,  
21 parent, subsidiary, affiliate, related entity, partner, and/or associate, or such similar  
22 capacity, of each of the other Defendants, and was at all times acting and performing, or  
23 failing to act or perform, within the course and scope of such similar aforementioned  
24 capacities, and with the authorization, consent, permission or ratification of each of the  
25 other Defendants, and is personally responsible in some manner for the acts and omissions  
26 of the other Defendants in proximately causing the violations and damages complained of  
27 herein, and have participated, directed, and have ostensibly and/or directly approved or  
28 ratified each of the acts or omissions of each of the other Defendants, as herein described.

1 **FACTUAL ALLEGATIONS**

2 **A. The Section 8 Program**

3 32. In the Section 8 Housing Choice Voucher program (“Section 8 program”),  
4 the U.S. Department of Housing and Urban Development (“HUD”) pays rental subsidies  
5 so eligible families can afford decent, safe, and sanitary housing. The Section 8 program is  
6 generally administered by State or local governmental entities called public housing  
7 agencies (PHAs). HUD provides housing assistance funds to the PHA. HUD also provides  
8 funds for PHA administration of the program.<sup>1</sup>

9 33. When a family is selected for the Section 8 program, or when a participant  
10 family wants to move to another unit, the PHA issues a voucher (“Section 8 voucher”) to  
11 the family.<sup>2</sup>

12 34. A Section 8 voucher is defined as a document issued by a PHA to a family  
13 selected for admission to the voucher program. This document describes the program and  
14 the procedures for PHA approval of a unit selected by the family. The voucher also states  
15 obligations of the family under the program.<sup>3</sup> A voucher has an initial term of 60 days, and  
16 it may be extended.<sup>4</sup>

17 35. To receive assistance, a family selects a suitable unit. If the family finds a  
18 unit, and the owner is willing to lease the unit under the program, the family may request  
19 PHA approval of the tenancy. The family must submit to the PHA a request for approval  
20 of the tenancy and a copy of the lease. The request must be submitted during the term of  
21 the voucher.<sup>5</sup>

22 36. Section 8 recipients are free to choose any housing that meets the  
23 requirements of the program, including single-family homes, townhomes and apartments,  
24 and are not limited to units located in subsidized housing projects.

25 \_\_\_\_\_  
26 <sup>1</sup> 24 C.F.R. § 982.1(a)(1) (2010).

27 <sup>2</sup> 24 C.F.R. § 982.302(a) (2010).

28 <sup>3</sup> 24 C.F.R. § 982.4(b) (2010).

<sup>4</sup> 24 C.F.R. § 982.303(a) and (b) (2010).

<sup>5</sup> 24 C.F.R. § 982.302(b) and (c) (2010).

1           37. After approving the tenancy, the PHA enters into a Housing Assistance  
2 Payment (“HAP”) contract to make rental subsidy payments to the owner to subsidize  
3 occupancy by the family. The HAP contract only covers a single unit and a specific assisted  
4 family. If the family moves out of the leased unit, the contract with the owner terminates.  
5 The family may move to another unit with continued assistance so long as the family is  
6 complying with program requirements.<sup>6</sup>

7           38. Housing assistance payments are paid to the owner in accordance with the  
8 terms of the HAP contract. Housing assistance payments may only be paid to the owner  
9 during the lease term, and while the family is residing in the unit. Housing assistance  
10 payments terminate when the lease is terminated by the owner in accordance with the  
11 lease.<sup>7</sup>

12           39. Under the Section 8 program, the housing subsidy is based on a local  
13 ‘payment standard’ that reflects the cost to lease a unit in the local housing market. If the  
14 rent is less than the payment standard, the family generally pays 30 percent of adjusted  
15 monthly income for rent.<sup>8</sup>

16           40. In the City of Los Angeles, the Section 8 program is administered locally  
17 by the Housing Authority of the City of Los Angeles (“HACLA”). When a participant rents  
18 a unit, they pay a portion of the rent based on their income and HACLA pays the remainder  
19 of the rent directly to the landlord.

20  
21           **B. Plaintiff’s Attempts to Secure Housing with a Section 8 Voucher**

22           41. Plaintiff is an individual with disabilities who has participated in the Section  
23 8 program through HACLA since approximately November 2011.

24           42. Plaintiff is low income. Without the benefit of Section 8, Plaintiff is unable  
25 to afford safe and decent housing.

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27           <sup>6</sup> 24 C.F.R. § 982.1(b)(2) (2010).

28           <sup>7</sup> 24 C.F.R. § 982.311(a) (b) (2010).

<sup>8</sup> 24 C.F.R. § 982.1(a)(4)(ii) (2010).

1           43.     In early 2021, Plaintiff was living in North Hollywood subject to a HAP  
2 contract entered into by HACLA and his landlord at the time.

3           44.     After a series of frightening events in his neighborhood, including a break-  
4 in and robbery of his apartment, Plaintiff requested, and was issued, approval for an  
5 emergency transfer so that he could relocate to a safer area.

6           45.     HACLA issued Plaintiff a Section 8 voucher for purposes of transfer on  
7 June 11, 2021. The voucher had an expiration date of August 10, 2021, and an extension  
8 expiration date of March 8, 2022.

9           46.     From June 2021 through September 2021, Plaintiff applied to rent  
10 numerous units within the City of Los Angeles that were within his price range and met  
11 HACLA's voucher payment standards. Throughout this time frame, tens of housing  
12 providers denied Plaintiff rental housing opportunities after he submitted applications and  
13 paid related application fees. Many of the housing providers with whom Plaintiff interacted  
14 told him verbally that they would not accept Section 8.

15           47.     In or around November 2021, Plaintiff made the decision to stop submitting  
16 applications for rental units until he first confirmed that the housing provider would accept  
17 his Section 8 voucher. The financial burden of paying application fees only to be denied  
18 units based on his source of income had become too much for Plaintiff to bear.

19           48.     Over the course of the next two months, multiple housing providers,  
20 including the named defendants, denied Plaintiff housing opportunities in the City of Los  
21 Angeles based on his receipt of Section 8. Many of these denials were blatant, intentional,  
22 and documented in writing. Plaintiff's experiences with each of the named defendants are  
23 set forth below.

24  
25     **Attempt to Rent at 412 Serrano Avenue**

26           49.     Defendant Serrano Family Apartments LTD LP is, and at all times relevant  
27 herein was, the titleholder of the multifamily residential rental property located at 412 N.  
28 Serrano Avenue in the City of Los Angeles.



1           50. Defendant JV Property Management & Brokerage, Inc. is, and at all times  
2 relevant herein was, the managing agent for the multifamily residential rental property  
3 located at 412 N Serrano Avenue.

4           51. Defendants Serrano Family Apartments LTD LP and JV Property  
5 Management & Brokerage, Inc. are “owners” of housing accommodations within the  
6 meaning of FEHA, Government Code §12927, subd. (e).

7           52. Each of the units at 412 N. Serrano Avenue constitutes a “housing  
8 accommodation” within the meaning of FEHA, Government Code §12927, subd. (d).

9           53. On December 4, 2021, Plaintiff responded to an advertisement for a rental  
10 unit at 412 N. Serrano Avenue. In response, Plaintiff received electronic notifications from  
11 JV Property Management & Brokerage, Inc. confirming that the unit was available and  
12 inviting him to apply.

13           54. Plaintiff later received a text message from an individual identifying himself  
14 as “Cam from JV Management”. Cam provided Plaintiff with information about the  
15 application process and documents required to complete an application. Cam also asked,  
16 “Are you section 8 applicant?” When Plaintiff responded in the affirmative, Cam  
17 responded “Unfortunately Management doesn’t take section 8.”

18           55. Plaintiff sent Cam a link to the Department of Fair Employment and  
19 Housing (now known as the “Civil Rights Department”) website and wrote “you should  
20 inform [management] that they are violating fair housing laws. It is illegal to deny someone  
21 the opportunity to apply for housing just because they have a voucher.” Cam did not  
22 respond to Plaintiff’s communication.

23           56. Upon information and belief, Cam was an agent of Defendants Serrano  
24 Family Apartments LTD LP and JV Property Management & Brokerage, Inc. at the time  
25 of Plaintiff’s inquiry about the unit at 412 N. Serrano Avenue.

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1           57.    Upon information and belief, Cam was authorized by and/or acting on  
2 behalf of Defendants Serrano Family Apartments LTD LP and JV Property Management  
3 & Brokerage, Inc., at the time of Plaintiff’s inquiry about the unit at 412 N. Serrano  
4 Avenue.

5           58.    Upon information and belief, at all times relevant herein it was the policy  
6 and practice of Defendants Serrano Family Apartments LTD LP and JV Property  
7 Management & Brokerage, Inc., and their respective agents and employees, not to rent to  
8 Section 8 recipients. As the result of this policy and practice, Plaintiff was prevented and  
9 deterred from renting at 412 N. Serrano Avenue.

10          59.    On information and belief, it continues to be the policy and practice of  
11 Defendants Serrano Family Apartments LTD LP and JV Property Management &  
12 Brokerage, Inc., and their respective agents and employees, not to rent to Section 8  
13 recipients.

14  
15    **Attempt to Rent at 5600 Fernwood Avenue**

16          60.    Defendant Fernwood Lofts LLC is, and at all times relevant herein was, the  
17 titleholder of the multifamily residential rental property located at 5600 Fernwood Avenue  
18 in the City of Los Angeles.

19          61.    Defendant Fernwood Lofts LLC is an “owner” of housing accommodations  
20 within the meaning of FEHA, Government Code §12927(e).

21          62.    Each of the units at 5600 Fernwood Avenue constitutes a “housing  
22 accommodation” within the meaning of FEHA, Government Code §12927(d).

23          63.    On December 29, 2021, Plaintiff responded to an advertisement for a rental  
24 unit at 5600 Fernwood Avenue. In response, Plaintiff received, via text, details about the  
25 unit, and confirmation that it was still available. Plaintiff responded to the text, “Before I  
26 come through i (sic) wanted to know if section 8 is accepted.” In response, Plaintiff  
27 received a message stating “Unfortunately we do not.”  
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1           64.    Upon information and belief, the individual with whom Plaintiff exchanged  
2 text messages about the unit at 5600 Fernwood Avenue was an agent or employee of  
3 Defendant Fernwood Lofts LLC.

4           65.    Upon information and belief, the individual with whom Plaintiff exchanged  
5 text messages about the unit at 5600 Fernwood Avenue was authorized by and/or acting on  
6 behalf of Defendant Fernwood Lofts LLC.

7           66.    Upon information and belief, at all times relevant herein it was the policy  
8 and practice of Defendant Fernwood Lofts LLC and its agents and employees not to rent  
9 to Section 8 recipients. As the result of this policy and practice, Plaintiff was prevented and  
10 deterred from renting at 5600 Fernwood Avenue.

11           67.    On information and belief, it continues to be the policy and practice of  
12 Defendant Fernwood Lofts LLC, and its respective agents and employees, not to rent to  
13 Section 8 recipients.

14  
15 **Attempt to Rent at 7044 Hawthorn Avenue**

16           68.    Defendant Oceanpark Apartments LLC is, and at all times relevant herein  
17 was, the titleholder of the multifamily residential rental property located at 7044 Hawthorn  
18 Avenue in the City of Los Angeles.

19           69.    Defendant Oceanpark Apartments LLC is an “owner” of housing  
20 accommodations within the meaning of FEHA, Government Code §12927(e).

21           70.    Each of the units at 7044 Hawthorn Avenue constitutes a “housing  
22 accommodation” within the meaning of FEHA, Government Code §12927(d).

23           71.    On December 29, 2021, Plaintiff responded to an advertisement for a rental  
24 unit at 7044 Hawthorn Avenue. Plaintiff received text confirmation that the unit was still  
25 available and an invitation to do a walk through. Plaintiff then asked, “do you take section  
26 I (sic) vouchers?” In response, Plaintiff received a text message stating simply, “We don’t  
27 do section 8 currently.”  
28

1           72.     Upon information and belief, the individual with whom Plaintiff exchanged  
2 text messages about the unit at 7044 Hawthorn Avenue was an agent or employee of  
3 Defendant Oceanpark Apartments LLC.

4           73.     Upon information and belief, the individual with whom Plaintiff exchanged  
5 text messages about the unit at 7044 Hawthorn Avenue was authorized by and/or acting on  
6 behalf of Defendant Oceanpark Apartments LLC.

7           74.     Upon information and belief, at all times relevant herein it was the policy  
8 and practice of Defendant Oceanpark Apartments LLC and its agents and employees not  
9 to rent to Section 8 recipients. As the result of this policy and practice, Plaintiff was  
10 prevented and deterred from renting at 7044 Hawthorn Avenue.

11           75.     On information and belief, it continues to be the policy and practice of  
12 Defendant Oceanpark Apartments LLC, and its respective agents and employees, not to  
13 rent to Section 8 recipients.

14  
15 **Attempt to Rent at 1021 S. Park View Street**

16           76.     Defendant Park View Lofts LLC is, and at all times relevant herein was, the  
17 titleholder of the multifamily residential rental property located at 1021 S. Park View Street  
18 in the City of Los Angeles.

19           77.     Defendant Park View Lofts LLC is an “owner” of housing accommodations  
20 within the meaning of FEHA, Government Code §12927(e).

21           78.     Each of the units at 1021 S. Park View Street constitutes a “housing  
22 accommodation” within the meaning of FEHA, Government Code §12927(d).

23           79.     On December 28, 2021, Plaintiff responded to an advertisement for a rental  
24 unit at 1021 S. Park View Street. Plaintiff texted the number provided for inquiries about  
25 the rental and asked, “I see that you have an open house at 1021 park view st. (sic) I would  
26 love to come but wanted to know if you take section 8”. Plaintiff’s message was ignored.  
27 On December 29, 2021, Plaintiff sent a follow up text asking whether there were  
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1 appointments available to view the available unit. The following day, December 30, 2021,  
2 Plaintiff received a text stating simply “No section 8.”

3 80. Upon information and belief, the individual with whom Plaintiff exchanged  
4 text messages about the unit at 1021 S. Park View Street was an agent or employee of  
5 Defendant Park View Lofts LLC.

6 81. Upon information and belief, the individual with whom Plaintiff exchanged  
7 text messages about the unit at 1021 S. Park View Street was authorized by and/or acting  
8 on behalf of Defendant Park View Lofts LLC.

9 82. Upon information and belief, at all times relevant herein it was the policy  
10 and practice of Defendant Park View Lofts LLC and its agents and employees not to rent  
11 to Section 8 recipients. As the result of this policy and practice, Plaintiff was prevented and  
12 deterred from renting at 1021 S. Park View Street.

13 83. On information and belief, it continues to be the policy and practice of  
14 Defendant Park View Lofts LLC, and its respective agents and employees, not to rent to  
15 Section 8 recipients.

16  
17 **Attempt to Rent at 3623 Keystone Avenue**

18 84. Defendants Robert N. Nolan and David J. Taft are, and at all times relevant  
19 herein were, the titleholders of the multifamily residential rental property located at 3623  
20 Keystone Avenue in the City of Los Angeles.

21 85. Defendants Robert N. Nolan and David J. Taft are “owners” of housing  
22 accommodations within the meaning of FEHA, Government Code §12927(e).

23 86. Each of the units at 3623 Keystone Avenue constitutes a “housing  
24 accommodation” within the meaning of FEHA, Government Code §12927(d).

25 87. On December 30, 2021, Plaintiff responded to an advertisement for a rental  
26 unit at 3623 Keystone Avenue. Plaintiff texted the number provided for the rental to ask if  
27 it was still available and received a response from “Rob NT Management” confirming that  
28 it was. Rob offered to send Plaintiff an email with additional information. Plaintiff texted

1 Rob, “Before I apply, I wanted to know if section 8 is accepted at this building. I work full  
2 time. It (sic) also have a voucher.” Rob responded, “Not at this moment”.

3 88. Upon information and belief, the individual who texted Plaintiff regarding  
4 the unit at 3623 Keystone Avenue and identified himself as “Rob NT Management” was  
5 Defendant Robert N. Nolan.

6 89. Upon information and belief, the individual who texted Plaintiff regarding  
7 the unit at 3623 Keystone Avenue and identified himself as “Rob NT Management” was  
8 an agent or employee of Defendants Robert N. Nolan and David J. Taft.

9 90. Upon information and belief, the individual who texted Plaintiff regarding  
10 the unit at 3623 Keystone Avenue and identified himself as “Rob NT Management” was  
11 authorized by and/or acting on behalf of Defendants Robert N. Nolan and David J. Taft.

12 91. Upon information and belief, at all times relevant herein it was the policy  
13 and practice of Defendants Robert N. Nolan and David J. Taft and their agents and  
14 employees not to rent to Section 8 recipients. As the result of this policy and practice,  
15 Plaintiff was prevented and deterred from renting at 3623 Keystone Avenue.

16 92. On information and belief, it continues to be the policy and practice of  
17 Defendants Robert N. Nolan and David J. Taft, and their respective agents and employees,  
18 not to rent to Section 8 recipients.

19  
20 **Attempt to Rent at 5505 Corteen Place**

21 93. Defendant Shlomo Tuvia and Leah J. Tuvia are, and at all times relevant  
22 herein were, the titleholders of the multifamily residential rental property located at 5505  
23 Corteen Place in the neighborhood of Valley Village in the City of Los Angeles.

24 94. Defendants Shlomo Tuvia and Leah J. Tuvia are “owners” of housing  
25 accommodations within the meaning of FEHA, Government Code §12927(e).

26 95. Each of the units at 5505 Corteen Place constitutes a “housing  
27 accommodation” within the meaning of FEHA, Government Code §12927(d).  
28

1           96.     On December 30, 2021, Plaintiff responded to an advertisement for a rental  
2 unit at 5505 Corteen Place. Plaintiff exchanged text messages with an individual  
3 identifying himself as “Zack”. Zack confirmed the availability of the unit and offered to  
4 provide Plaintiff an application link. Plaintiff asked Zack, “I work full time but also receive  
5 housing assistance. Does the property accept section 8 vouchers?” Zack responded, “No  
6 sorry we do not”.

7           97.     Upon information and belief, Zack was an agent or employee of Defendants  
8 Shlomo Tuvia and Leah J. Tuvia at the time of Plaintiff’s inquiry about the unit at 5505  
9 Corteen Place.

10          98.     Upon information and belief, Zack was authorized by and/or acting on  
11 behalf of Defendants Shlomo Tuvia and Leah J. Tuvia, at the time of Plaintiff’s inquiry  
12 about the unit at 5505 Corteen Place.

13          99.     Upon information and belief, at all times relevant herein it was the policy  
14 and practice of Defendants Shlomo Tuvia and Leah J. Tuvia and their agents and employees  
15 not to rent to Section 8 recipients. As the result of this policy and practice, Plaintiff was  
16 prevented and deterred from renting at 5505 Corteen Place.

17          100.    On information and belief, it continues to be the policy and practice of  
18 Defendants Shlomo Tuvia and Leah J. Tuvia, and their respective agents and employees,  
19 not to rent to Section 8 recipients.

20  
21        **Attempt to Rent at 933 S. Gramercy Drive**

22          101.    Defendant 933 Gramercy Drive LLC is, and at all times relevant herein was,  
23 the titleholder of the multifamily residential rental property located at 933 S. Gramercy  
24 Drive in the City of Los Angeles.

25          102.    Defendant 933 Gramercy Drive LLC is an “owner” of housing  
26 accommodations within the meaning of FEHA, Government Code §12927(e).

27          103.    Each of the units at 933 S. Gramercy Drive constitutes a “housing  
28 accommodation” within the meaning of FEHA, Government Code §12927(d).

1           104. On January 5, 2022, Plaintiff responded to an advertisement for a rental unit  
2 at 933 S. Gramercy Drive. Plaintiff exchanged messages with an individual named Omeed  
3 Kiafar. Omeed confirmed the availability of the unit and offered to show the unit to Plaintiff  
4 the following Saturday. Plaintiff confirmed his availability to view the unit and asked  
5 “Also, does the building take section 8?” Omeed responded, “No it does not, sorry about  
6 that”.

7           105. Upon information and belief, Omeed was an agent or employee of  
8 Defendant 933 Gramercy Drive LLC at the time of Plaintiff’s inquiry about the unit at 933  
9 S. Gramercy Drive.

10          106. Upon information and belief, Omeed was authorized by and/or acting on  
11 behalf of Defendant 933 Gramercy Drive LLC, at the time of Plaintiff’s inquiry about the  
12 unit at 933 S. Gramercy Drive.

13          107. Upon information and belief, at all times relevant herein it was the policy  
14 and practice of Defendant 933 Gramercy Drive LLC and its agents and employees not to  
15 rent to Section 8 recipients. As the result of this policy and practice, Plaintiff was prevented  
16 and deterred from renting at 933 S. Gramercy Drive.

17          108. On information and belief, it continues to be the policy and practice of  
18 Defendant 933 Gramercy Drive LLC, and its respective agents and employees, not to rent  
19 to Section 8 recipients.

20  
21 **Attempt to Rent at 10779 Woodbine Street**

22          109. Defendant 12727 Matteson Partners LP is, and at all times relevant herein  
23 was, the titleholder of the multifamily residential rental property located at 10779  
24 Woodbine Street in the City of Los Angeles.

25          110. Defendant 12727 Matteson Partners LP is an “owner” of housing  
26 accommodations within the meaning of FEHA, Government Code §12927(e).

27          111. Each of the units at 10779 Woodbine Street constitutes a “housing  
28 accommodation” within the meaning of FEHA, Government Code §12927(d).



1           112. On January 11, 2022, Plaintiff responded to an advertisement for a rental  
2 unit at 10779 Woodbine Street. Plaintiff exchanged text messages with an individual  
3 identified as “Carlos” regarding the rental. After confirming the unit for rent, Carlos asked  
4 Plaintiff for his email and full name, as well as his desired move in date. Plaintiff provided  
5 his name and contact information to Carlos and then asked, “Does the building accept  
6 section 8?” Carlos responded, “Sorry we are not taking that as the time.”

7           113. Upon information and belief, Carlos was an agent or employee of Defendant  
8 12727 Matteson Partners LP at the time of Plaintiff’s inquiry about the unit at 10779  
9 Woodbine Street.

10           114. Upon information and belief, Carlos was authorized by and/or acting on  
11 behalf of Defendant 12727 Matteson Partners LP at the time of Plaintiff’s inquiry about  
12 the unit at 10779 Woodbine Street.

13           115. Upon information and belief, at all times relevant herein it was the policy  
14 and practice of Defendant 12727 Matteson Partners LP and its agents and employees not  
15 to rent to Section 8 recipients. As the result of this policy and practice, Plaintiff was  
16 prevented and deterred from renting at 10779 Woodbine Street.

17           116. On information and belief, it continues to be the policy and practice of  
18 Defendant 12727 Matteson Partners LP, and its respective agents and employees, not to  
19 rent to Section 8 recipients.

20  
21 **Attempt to Rent at 932 Irolo Street**

22           117. Defendant Irolo 16 LLC is, and at all times relevant herein was, the  
23 titleholder of the multifamily residential rental property located at 932 Irolo Street in the  
24 City of Los Angeles.

25           118. Defendant Irolo 16 LLC is an “owner” of housing accommodations within  
26 the meaning of FEHA, Government Code §12927(e).

27           119. Each of the units at 932 Irolo Street constitutes a “housing accommodation”  
28 within the meaning of FEHA, Government Code §12927(d).

1           120. On January 12, 2022, Plaintiff responded to an advertisement for a rental  
2 unit at 932 Irolo Street. Plaintiff exchanged messages with a woman named Zara Alina  
3 regarding the unit. Zara confirmed the unit was still available and told Plaintiff that the  
4 requirements for the unit were a “650 credit score and proof of income”. Plaintiff responded  
5 that his credit score was 702 and asked if the building took section 8. Zara responded, “No  
6 unfortunately.”

7           121. Upon information and belief, Zara was an agent or employee of Defendant  
8 Irolo 16 LLC at the time of Plaintiff’s inquiry about the unit at 932 Irolo Street.

9           122. Upon information and belief, Zara was authorized by and/or acting on  
10 behalf of Defendant Irolo 16 LLC at the time of Plaintiff’s inquiry about the unit at 932  
11 Irolo Street.

12           123. Upon information and belief, at all times relevant herein it was the policy  
13 and practice of Defendant Irolo 16 LLC and its agents and employees not to rent to Section  
14 8 recipients. As the result of this policy and practice, Plaintiff was prevented and deterred  
15 from renting at 932 Irolo Street.

16           124. On information and belief, it continues to be the policy and practice of  
17 Defendant Irolo 16 LLC, and its respective agents and employees, not to rent to Section 8  
18 recipients.

19  
20 **Attempt to Rent at 632 S. Cloverdale Avenue**

21           125. Defendant 632 Cloverdale LLC is, and at all times relevant herein was, the  
22 titleholder of the multifamily residential rental property located at 632 S. Cloverdale  
23 Avenue in the City of Los Angeles.

24           126. Defendant Pacific Listings, Inc. is, and at all times relevant herein was, the  
25 managing agent for the multifamily residential rental property located at 632 S. Cloverdale  
26 Avenue in the City of Los Angeles.

27           127. Defendants 632 Cloverdale LLC and Pacific Listings, Inc. are “owners” of  
28 housing accommodations within the meaning of FEHA, Government Code §12927(e).

1           128. Each of the units at 632 S. Cloverdale Avenue constitutes a “housing  
2 accommodation” within the meaning of FEHA, Government Code §12927(d).

3           129. On January 14, 2022, Plaintiff responded to an advertisement for a rental  
4 unit at 632 S. Cloverdale Avenue. Plaintiff messaged Defendant Pacific Listings, Inc.  
5 regarding the listing and was advised to text or call “Clay” to see the unit in person. Pacific  
6 gave Plaintiff Clay’s private cell phone number and confirmed that Clay “works for Pacific  
7 Listings”. Plaintiff texted Clay and proceeded to arrange for a 2 p.m. showing of the unit.  
8 Plaintiff then asked “Does the building take section 8? I was just issued a voucher and am  
9 wondering if I can use it for the unit.” Clay responded “It’s (sic) does not.”

10           130. Upon information and belief, Clay was an agent or employee of Defendants  
11 632 Cloverdale LLC and Pacific Listings, Inc. at the time of Plaintiff’s inquiry about the  
12 unit at 632 S. Cloverdale Avenue.

13           131. Upon information and belief, Clay was authorized by and/or acting on  
14 behalf of Defendants 632 Cloverdale LLC and Pacific Listings, Inc., at the time of  
15 Plaintiff’s inquiry about the unit at 632 S. Cloverdale Avenue.

16           132. Upon information and belief, at all times relevant herein it was the policy  
17 and practice of Defendants 632 Cloverdale LLC and Pacific Listings, Inc. and their agents  
18 and employees not to rent to Section 8 recipients. As the result of this policy and practice,  
19 Plaintiff was prevented and deterred from renting at 632 S. Cloverdale Avenue.

20           133. On information and belief, it continues to be the policy and practice of  
21 Defendants 632 Cloverdale LLC and Pacific Listings, Inc., and their respective agents and  
22 employees, not to rent to Section 8 recipients.

23  
24           **Attempt to Rent at 114 S. Gramercy Place**

25           134. Defendant South Gramercy Place LLC is, and at all times relevant herein  
26 was, the titleholder of the multifamily residential rental property located at 114 S.  
27 Gramercy Place in the City of Los Angeles.

1           135. Defendant South Gramercy Place LLC is an “owner” of housing  
2 accommodations within the meaning of FEHA, Government Code §12927(e).

3           136. Each of the units at 114 S. Gramercy Place constitutes a “housing  
4 accommodation” within the meaning of FEHA, Government Code §12927(d).

5           137. On January 14, 2022, Plaintiff responded to an advertisement for a rental  
6 unit at 114 S. Gramercy Place. Plaintiff exchanged messages with an individual names  
7 “Lisza”. Lisza confirmed the availability of the unit and scheduled a walk-through  
8 appointment with Plaintiff for the weekend. Plaintiff then asked “does the building take  
9 section 8? I was recently given a voucher and if I can use it to help with rent that would be  
10 awesome even though I work”. Lisza responded, “No, I’m sorry we do not work with any  
11 programs. You must qualify to pay the rent on your own. Let me know if you want to  
12 cancel the appointment.” Plaintiff cancelled the appointment, as he was unable to afford  
13 the unit without using his voucher.

14           138. Upon information and belief, Lisza was an agent or employee of Defendant  
15 South Gramercy Place LLC at the time of Plaintiff’s inquiry about the unit at 114 S.  
16 Gramercy Place.

17           139. Upon information and belief, Lisza was authorized by and/or acting on  
18 behalf of Defendant South Gramercy Place LLC at the time of Plaintiff’s inquiry about the  
19 unit at 114 S. Gramercy Place.

20           140. Upon information and belief, at all times relevant herein it was the policy  
21 and practice of Defendant South Gramercy Place LLC and their agents and employees not  
22 to rent to Section 8 recipients. As the result of this policy and practice, Plaintiff was  
23 prevented and deterred from renting at 114 S. Gramercy Place.

24           141. On information and belief, it continues to be the policy and practice of  
25 Defendant South Gramercy Place LLC, and its respective agents and employees, not to rent  
26 to Section 8 recipients.

27  
28

1 **Attempt to Rent at 13060 Burbank Boulevard**

2 142. Defendant Lon B. Isaacson is, and at all times relevant herein was, the  
3 titleholder of the multifamily residential rental property located at 13060 Burbank  
4 Boulevard in the neighborhood of Sherman Oaks in the City of Los Angeles.

5 143. Defendant Lon B. Isaacson is an “owner” of housing accommodations  
6 within the meaning of FEHA, Government Code §12927(e).

7 144. Each of the units at 13060 Burbank Boulevard constitutes a “housing  
8 accommodation” within the meaning of FEHA, Government Code §12927(d).

9 145. On January 14, 2022, Plaintiff responded to an advertisement for a rental  
10 unit at 13060 Burbank Boulevard. Plaintiff exchanged messages about the unit with an  
11 individual named Wes Evan. Wes confirmed the availability of the unit and offered to show  
12 Plaintiff the unit that evening. Plaintiff asked if the apartment accepted section 8, and Wes  
13 responded, “Unfortunately they don’t take section 8.”

14 146. Upon information and belief, Wes was an agent or employee of Defendant  
15 Lon B. Isaacson at the time of Plaintiff’s inquiry about the unit at 13060 Burbank  
16 Boulevard.

17 147. Upon information and belief, Wes was authorized by and/or acting on  
18 behalf of Defendant Lon B. Isaacson at the time of Plaintiff’s inquiry about the unit at  
19 13060 Burbank Boulevard.

20 148. Upon information and belief, at all times relevant herein it was the policy  
21 and practice of Defendant Lon B. Isaacson and their agents and employees not to rent to  
22 Section 8 recipients. As the result of this policy and practice, Plaintiff was prevented and  
23 deterred from renting at 13060 Burbank Boulevard.

24 149. On information and belief, it continues to be the policy and practice of  
25 Defendant Lon B. Isaacson, and their respective agents and employees, not to rent to  
26 Section 8 recipients.

27  
28

1 **Attempt to Rent at 730 S. Catalina Street**

2 150. Defendant Catalina Apartments LLC is, and at all times relevant herein was,  
3 the titleholder of the multifamily residential rental property located at 730 S. Catalina Street  
4 in the City of Los Angeles.

5 151. Defendant Catalina Apartments LLC is an “owner” of housing  
6 accommodations within the meaning of FEHA, Government Code §12927(e).

7 152. Each of the units at 730 S. Catalina Street constitutes a “housing  
8 accommodation” within the meaning of FEHA, Government Code §12927(d).

9 153. On January 16, 2022, Plaintiff responded to an advertisement for a rental  
10 unit at 730 S. Catalina Street. Plaintiff exchanged text messages with an individual  
11 identified as “Nick”. Nick confirmed the availability of the unit and offered Plaintiff an  
12 appointment to view the unit. Plaintiff asked Nick if section 8 was accepted and received  
13 a curt “No” in response.

14 154. Upon information and belief, Nick was an agent or employee of Defendant  
15 Catalina Apartments LLC at the time of Plaintiff’s inquiry about the unit at 730 S. Catalina  
16 Street.

17 155. Upon information and belief, Nick was authorized by and/or acting on  
18 behalf of Defendant Catalina Apartments LLC at the time of Plaintiff’s inquiry about the  
19 unit at 730 S. Catalina Street.

20 156. Upon information and belief, at all times relevant herein it was the policy  
21 and practice of Defendant Catalina Apartments LLC and its agents and employees not to  
22 rent to Section 8 recipients. As the result of this policy and practice, Plaintiff was prevented  
23 and deterred from renting at 730 S. Catalina Street.

24 157. On information and belief, it continues to be the policy and practice of  
25 Defendant Catalina Apartments LLC, and its respective agents and employees, not to rent  
26 to Section 8 recipients.

1 **Attempt to Rent from Sauer Properties**

2 158. Defendant Sauer Properties is, and at all times relevant herein was, a  
3 property management company doing business in the State of California. Sauer Properties  
4 has a primary business in Los Angeles County. Sauer Properties is, and at all times relevant  
5 herein was, responsible for the content posted at <https://sauerproperties.com>, and all related  
6 subdomains (collectively “the Website”).

7 159. On the Website, Defendant Sauer Properties provides members of the  
8 public with rental listings for available units in multifamily residential rental properties  
9 throughout the City of Los Angeles, and the ability to submit online applications for those  
10 units.

11 160. A list of currently available units is maintained by Defendant Sauer  
12 Properties at <https://dev.api.sauerproperties.com/availability>. At the bottom of the page of  
13 listings is a list of “minimum rental requirements”. The minimum rental requirements  
14 include “No: Section 8.”

15 161. Defendant Sauer Properties is an “owner” of housing accommodations  
16 within the meaning of FEHA, Government Code §12927(e).

17 162. Each of the multifamily residential rental units advertised and offered for  
18 rent on the Website constitute a “housing accommodation” within the meaning of FEHA,  
19 Government Code §12927(d).

20 163. On January 21, 2022, Plaintiff visited the Website seeking to apply to  
21 available rental units in the City of Los Angeles. Plaintiff visited the “Available Units” list  
22 on the Website and saw that the minimum rental requirements for all rental applications  
23 included no section 8.

24 164. Upon information and belief, at all times relevant herein it was the policy  
25 and practice of Defendant Sauer Properties and its agents and employees not to rent to  
26 Section 8 recipients. As the result of this policy and practice, Plaintiff was prevented and  
27 deterred from submitting applications for any units offered by Sauer Properties on the  
28 Website.

1           165. On information and belief, it continues to be the policy and practice of  
2 Defendant Sauer Properties, and its respective agents and employees, not to rent to Section  
3 8 recipients.

4           166. As of January 5, 2023, Defendant Sauer Property still includes a prohibition  
5 on Section 8 under its minimum rental requirements on the Webpage.

6  
7 **Attempt to Rent at 6320 Whitsett Avenue**

8           167. Judy Wizel and the Judy Wizel Trust are, and at all times relevant herein  
9 were, the titleholders of the multifamily residential rental property located at 6320 Whitsett  
10 Avenue in the neighborhood of North Hollywood in the City of Los Angeles.

11           168. Defendants Judy Wizel and the Judy Wizel Trust are “owners” of housing  
12 accommodations within the meaning of FEHA, Government Code §12927(e).

13           169. Each of the units at 6320 Whitsett Avenue constitutes a “housing  
14 accommodation” within the meaning of FEHA, Government Code §12927(d).

15           170. On January 23, 2022, Plaintiff responded to an advertisement for a rental  
16 unit at 6320 Whitsett Avenue. The individual who responded to Plaintiff’s inquiry provided  
17 him with a phone number to call to prequalify and set up a viewing. Plaintiff texted the  
18 number and identified himself as an individual with a section 8 voucher. Plaintiff received  
19 the following response, “Call back we don’t take section 8.”

20           171. Upon information and belief, the individual with whom Plaintiff exchanged  
21 text messages about the unit at 6320 Whitsett Avenue was an agent or employee of  
22 Defendants Judy Wizel and the Judy Wizel Trust.

23           172. Upon information and belief, the individual with whom Plaintiff exchanged  
24 text messages about the unit at 6320 Whitsett Avenue was authorized by and/or acting on  
25 behalf of Defendant Judy Wizel and the Judy Wizel Trust.

26           173. Upon information and belief, at all times relevant herein it was the policy  
27 and practice of Defendants Judy Wizel and the Judy Wizel Trust and their agents and  
28 employees not to rent to Section 8 recipients. As the result of this policy and practice,



1 Plaintiff was prevented and deterred from renting at 6320 Whitsett Avenue.

2 174. On information and belief, it continues to be the policy and practice of  
3 Defendants Judy Wizer and the Judy Wizer Trust, and their respective agents and  
4 employees, not to rent to Section 8 recipients.

5  
6 **Attempt to Rent at 12647 Burbank Boulevard**

7 175. Faye H. Norman and the Faye H Norman Trust are, and at all times relevant  
8 herein were, the titleholders of the multifamily residential rental property located at 12647  
9 Burbank Boulevard in the neighborhood of Valley Village in the City of Los Angeles.

10 176. Defendant Braemar Management Corp. is, and at all times relevant herein  
11 was, the managing agent of the multifamily residential rental property located at 12647  
12 Burbank Boulevard in the neighborhood of Valley Village in the City of Los Angeles.

13 177. Defendants Faye H. Norman, the Faye H Norman Trust and Braemar  
14 Management Corp. are “owners” of housing accommodations within the meaning of  
15 FEHA, Government Code §12927(e).

16 178. Each of the units at 12647 Burbank Boulevard constitutes a “housing  
17 accommodation” within the meaning of FEHA, Government Code §12927(d).

18 179. On January 24, 2022, Plaintiff responded to an advertisement for a rental  
19 unit at 12647 Burbank Boulevard. The onsite manager “Yesenia” responded to Plaintiff’s  
20 inquiry and confirmed the availability of the unit. Yesenia offered to set up a viewing for  
21 Plaintiff that afternoon. Plaintiff then disclosed that he had a one-bedroom section 8  
22 voucher and asked if he would be able to use it at the property. Yesenia responded,  
23 “Unfortunately we do not accept section 8 vouchers.”

24 180. Upon information and belief, Yesenia was an agent or employee of  
25 Defendants Faye H. Norman, the Faye H Norman Trust and Braemar Management Corp.  
26 at the time of Plaintiff’s inquiry about the unit at 12647 Burbank Boulevard.

27 181. Upon information and belief, Yesenia was authorized by and/or acting on  
28 behalf of Defendants Faye H. Norman, the Faye H Norman Trust and Braemar

1 Management Corp., at the time of Plaintiff's inquiry about the unit at 12647 Burbank  
2 Boulevard.

3 182. Upon information and belief, at all times relevant herein it was the policy  
4 and practice of Defendants Faye H. Norman, the Faye H Norman Trust, Braemar  
5 Management Corp. and their agents and employees not to rent to Section 8 recipients. As  
6 the result of this policy and practice, Plaintiff was prevented and deterred from renting at  
7 12647 Burbank Boulevard.

8 183. On information and belief, it continues to be the policy and practice of  
9 Defendants Faye H. Norman, the Faye H Norman Trust, Braemar Management Corp., and  
10 their respective agents and employees, not to rent to Section 8 recipients.

11  
12 **Attempt to Rent at 2120 W. 12th Street**

13 184. Defendant Bella Properties LP is, and at all times relevant herein was, the  
14 titleholder of the multifamily residential rental property located at 2120 W. 12th Street in  
15 the City of Los Angeles.

16 185. Defendant Bella Properties LP is an "owner" of housing accommodations  
17 within the meaning of FEHA, Government Code §12927(e).

18 186. Each of the units at 2120 W. 12th Street constitutes a "housing  
19 accommodation" within the meaning of FEHA, Government Code §12927(d).

20 187. On January 24, 2022, Plaintiff responded to an advertisement for a rental  
21 unit at 2120 W. 12th Street. The individual who responded to Plaintiff's inquiry confirmed  
22 the availability of the unit. Plaintiff asked, "Is section 8 accepted?" The individual  
23 responded, "No sorry."

24 188. Upon information and belief, the individual with whom Plaintiff  
25 communicated about the unit at 2120 W. 12th Street was an agent or employee of  
26 Defendant Bella Properties LP.

27 189. Upon information and belief, the individual with whom Plaintiff  
28 communicated about the unit at 2120 W. 12th Street was authorized by and/or acting on

1 behalf of Defendant Bella Properties LP.

2 190. Upon information and belief, at all times relevant herein it was the policy  
3 and practice of Defendant Bella Properties LP and its agents and employees not to rent to  
4 Section 8 recipients. As the result of this policy and practice, Plaintiff was prevented and  
5 deterred from renting at 2120 W. 12th Street.

6 191. On information and belief, it continues to be the policy and practice of  
7 Defendant Bella Properties LP, and its respective agents and employees, not to rent to  
8 Section 8 recipients.

9  
10 **CAUSES OF ACTION**

11 **First Cause of Action**

12 **Violation of FEHA: *Discrimination Based on Source of Income***

13 **(Cal. Gov't Code § 12955, subdivs. (a), (d), (g) and (k))**

14 192. Plaintiff re-pleads the allegations contained in each of the foregoing  
15 paragraphs and incorporates them herein as if separately re-pled.

16 193. The California Fair Employment and Housing Act, Cal. Gov't. Code  
17 §12955 *et seq.* prohibits discrimination in the sale, rental, and financing of dwellings, and  
18 in other housing-related transactions, based on a number of protected characteristics.

19 194. "Discrimination" for purposes of FEHA includes a refusal to sell, rent, or  
20 lease housing accommodations; the refusal to negotiate for the sale, rental, or lease of  
21 housing accommodations; the representation that a housing accommodation is not  
22 available for inspection, sale, or rental when that housing accommodation is in fact so  
23 available; and any other denial or withholding of housing accommodations. Cal. Gov't  
24 Code §12927(c)(1).

25 195. On January 1, 2020, amendments to FEHA went into effect, explicitly  
26 prohibiting owners of housing accommodations from discrimination based on receipt of  
27 federal, state, or local housing subsidies, including Section 8, under the statute's prohibition  
28

1 on source of income discrimination. *See*, Discrimination: housing: source of income. S.B.  
2 329, Chapter 600 (Cal. Stat. 2019); Cal. Gov't Code § 12955.

3 196. "Source of income", for purposes of FEHA, is defined as including "federal  
4 housing assistance vouchers issued under Section 8 of the United States Housing Act of  
5 1937 (42 U.S.C. Sec. 1437f)". Cal. Gov't Code section 12955(p)(1).

6 197. The amendments to FEHA also prohibit persons subject to the provisions of  
7 Section 51 of the Civil Code (the Unruh Act), as that section applies to housing  
8 accommodations, from discriminating against any person on the basis of their source of  
9 income. Cal. Gov't. Code §12955(d).

10 198. Plaintiff is, and at all times relevant herein was, a recipient of Section 8 and  
11 entitled to protection under FEHA's prohibition on source of income discrimination.

12 199. As alleged above, each of the Defendants is an "owner" of "housing  
13 accommodations" as defined by FEHA.

14 200. Each of the Defendants is also a "person" as defined under FEHA. Cal.  
15 Gov't Code § 12927(f).

16 201. Plaintiff sought to rent housing accommodations from each of the  
17 Defendants using his Section 8 voucher and was told that Section 8 was not accepted.

18 202. Defendants' exclusion of Plaintiff, and the denial and withholding of  
19 housing accommodations from Plaintiff based on his receipt of Section 8 benefits falls  
20 squarely within the scope of discrimination prohibited under FEHA. *See*, Cal. Gov't Code  
21 §12927(c)(1).

22 203. In acting as alleged herein, Defendants committed discriminatory housing  
23 practices, in violation of FEHA. Defendants' unlawful conduct includes the following:

- 24 a. Discriminating against Plaintiff on the basis of his source of income, in  
25 violation of Cal. Gov't. Code §§12955(a) and (d);
- 26 b. Aiding, abetting, inciting, compelling, or coercing the doing of any of the  
27 acts or practices declared unlawful by the FEHA, or attempting to do so, in  
28 violation of Cal. Gov't. Code §12955(g); and/or

1 c. Otherwise making unavailable or denying a dwelling based on  
2 discrimination because of source of income, in violation of Cal. Gov't. Code  
3 §12955(k).

4 204. Plaintiff is an “aggrieved” person within the meaning of the FEHA. Cal.  
5 Gov’t Code § 12927(g). As the direct and proximate result of each of the Defendants’  
6 violations of subdivisions (a), (d), (g) and (k) of California Government Code section  
7 12955, Plaintiff suffered damages, including the loss of housing opportunities, emotional  
8 and physical distress, loss of civil rights, frustration, difficulty and embarrassment.  
9 Defendants’ misconduct also caused Plaintiff great inconvenience, in that he had to spend  
10 more time and energy on his housing search than he would have if Defendants had not  
11 engaged in discrimination against him.

12 205. As owners of housing accommodations and persons/entities that are in the  
13 business of renting housing accommodations, each of the Defendants knew, or should have  
14 known that discriminating against potential tenants based on source of income – and  
15 specifically receipt of Section 8 benefits - is illegal under FEHA.

16 206. Each of the Defendants’ refusal to rent to Plaintiff based on his status as a  
17 Section 8 recipient was intentional and/or with reckless disregard of Plaintiff’s fair housing  
18 rights.

19 207. The unlawful acts, omissions, policies and practices of each of the  
20 Defendants as described herein were and are wanton, willful, malicious, fraudulent, or  
21 oppressive; were intended to cause injury to Plaintiff; and/or were done in conscious,  
22 callous, reckless, or blatant disregard for the rights of Plaintiff.

23 208. Each of the Defendants were aware of the probable consequences of their  
24 conduct and deliberately failed to avoid those consequences and/or are vicariously liable  
25 pursuant to Civil Code § 3294(b).

26 209. There now exists an actual controversy between the parties regarding  
27 Plaintiff’s rights and Defendants’ duties under subdivisions (a), (d), (g) and (k) of  
28

1 California Government Code section 12955. Accordingly, Plaintiff seeks a declaration that  
2 Defendants have violated these subdivisions.

3 210. The nature of each of the Defendants' discrimination under subdivisions (a),  
4 (d), (g) and (k) of California Government Code section 12955 constitutes an ongoing  
5 violation. Until the discriminatory policies and practices of each of the Defendants are  
6 enjoined, Plaintiff and other similarly situated persons will continue to be denied full and  
7 equal use and enjoyment of the housing offered by Defendants to the general public and  
8 will suffer ongoing and irreparable injury.

9 211. As a person aggrieved by the Defendants' violation of FEHA, Plaintiff is  
10 entitled to injunctive relief and damages, including punitive damages. (Cal. Gov't. Code §  
11 12989.2.)

12 212. Wherefore, Plaintiff prays for relief as set forth below.

13  
14 **Second Cause of Action**

15 **Violation of FEHA: *Discriminatory Statements Based on Source of Income***

16 **(Cal. Gov't Code § 12955, subdiv. (c))**

17 213. Plaintiff re-pleads the allegations contained in each of the foregoing  
18 paragraphs and incorporates them herein as if separately re-pled.

19 214. Government Code section 12955, subdivision (c), provides that it is  
20 unlawful "[f]or any person to make, print, or publish, or cause to be made, printed, or  
21 published any notice, statement, or advertisement, with respect to the sale or rental of a  
22 housing accommodation that indicates any preference, limitation, or discrimination based  
23 on source of income, or an intention to make that preference, limitation, or discrimination."

24 215. In acting as alleged herein, each of the Defendants violated section 12955,  
25 subdivision (c) by making written statements to Plaintiff indicating a preference, limitation,  
26 and discrimination based on source of income.

27 216. Plaintiff is an "aggrieved" person within the meaning of the FEHA. Cal.  
28 Gov't Code § 12927(g). As the direct and proximate result of each of the Defendants'

1 violations of subdivisions (c) of California Government Code section 12955, Plaintiff  
2 suffered damages, including the loss of housing opportunities, emotional and physical  
3 distress, loss of civil rights, frustration, difficulty and embarrassment. Defendants'  
4 misconduct also caused Plaintiff great inconvenience, in that he had to spend more time  
5 and energy on his housing search than he would have if Defendants had not engaged in  
6 discrimination against him.

7 217. As owners of housing accommodations and persons/entities that are in the  
8 business of renting housing accommodations, each of the Defendants knew, or should have  
9 known that making written statements indicating a preference, limitation, and  
10 discrimination based on source of income – and specifically receipt of Section 8 benefits -  
11 is illegal under FEHA.

12 218. Each of the Defendants' written statements indicating a preference,  
13 limitation, and discrimination based on source of income was made with intent and/or with  
14 reckless disregard of Plaintiff's fair housing rights.

15 219. The unlawful acts, missions, policies and practices of each of the  
16 Defendants as described herein were and are wanton, willful, malicious, fraudulent, or  
17 oppressive; were intended to cause injury to Plaintiff; and/or were done in conscious,  
18 callous, reckless, or blatant disregard for the rights of Plaintiff.

19 220. Each of the Defendants were aware of the probable consequences of their  
20 conduct and deliberately failed to avoid those consequences and/or are vicariously liable  
21 pursuant to Civil Code § 3294(b).

22 221. There now exists an actual controversy between the parties regarding  
23 Plaintiff's rights and Defendants' duties under subdivision (c) of California Government  
24 Code section 12955. Accordingly, plaintiff seeks a declaration that defendants have  
25 violated these subdivisions.

26 222. The nature of each of the Defendants' discrimination under subdivision (c)  
27 of California Government Code section 12955 constitutes an ongoing violation. Until the  
28 discriminatory policies and practices of each of the Defendants are enjoined, Plaintiff and

1 other similarly situated persons will continue to be denied full and equal use and enjoyment  
2 of the housing offered by Defendants to the general public and will suffer ongoing and  
3 irreparable injury.

4 223. As a person aggrieved by the Defendants' violations of FEHA, Plaintiff is  
5 entitled to injunctive relief and damages, including punitive damages. (Cal. Gov't. Code §  
6 12989.2.)

7 224. Wherefore, Plaintiff prays for relief as set forth below.  
8

9 **Third Cause of Action**

10 **Unruh Civil Rights Act: *Discrimination in Connection with a Business Establishment***  
11 **(Cal. Civ. Code § 51 *et seq.*)**

12 225. Plaintiff re-pleads the allegations contained in each of the foregoing  
13 paragraphs and incorporates them herein as if separately re-pled.

14 226. The Unruh Civil Rights Act ("Unruh Act") provides that "[a]ll persons  
15 within the jurisdiction of this state are free and equal, and no matter what their sex, race,  
16 color, religion, ancestry, national origin, disability, medical condition, genetic information,  
17 marital status, sexual orientation, citizenship, primary language, or immigration status are  
18 entitled to the full and equal accommodations, advantages, facilities, privileges, or services  
19 in all business establishments of every kind whatsoever." Cal. Civ. Code § 51(b).

20 227. The California Supreme Court has repeatedly interpreted the Unruh Act as  
21 protecting classes other than those listed on its face. *See e.g., In re Cox*, 3 Cal. 3d 205, 212,  
22 474 P.2d 992, 995 (1970) ("[B]oth [the Unruh Act's] history and its language disclose a  
23 clear and large design to interdict all arbitrary discrimination by a business enterprise. That  
24 the act specifies particular kinds of discrimination ... serves as illustrative, rather than  
25 restrictive, indicia of the type of conduct condemned.")

26 228. The provisions of FEHA explicitly extend the prohibition on source of  
27 income discrimination to persons subject to the Unruh Act. *See*, Cal. Gov't Code §  
28 12955(d) (prohibiting "any person subject to the provisions of Section 51 of the Civil Code,



1 as that section applies to housing accommodations, to discriminate against any person on  
2 the basis of ... source of income.... ”).

3 229. The Unruh Act applies with “full force to the business of renting housing  
4 accommodations.” *Marina Point, Ltd. v. Wolfson*, 640 P.2d 115, 120 (Cal. 1982) (internal  
5 citations omitted).

6 230. Each of the Defendants is a “person” within the meaning of the Unruh Act.

7 231. Each of the Defendants are in the business of renting housing  
8 accommodations and must comply with the provisions of the Unruh Act.

9 232. In acting as alleged herein, each of the Defendants violated the Unruh Act  
10 by discriminating against Plaintiff based on his status as a Section 8 recipient.

11 233. As owners of housing accommodations and persons/entities that are in the  
12 business of renting housing accommodations, each of the Defendants knew, or should have  
13 known that discriminating against potential tenants based on source of income – and  
14 specifically receipt of Section 8 benefits - is illegal under the Unruh Act.

15 234. Each of the Defendants’ refusal to rent to Plaintiff based on his status as a  
16 Section 8 recipient was intentional and/or with reckless disregard of Plaintiff’s fair housing  
17 rights.

18 235. The unlawful acts, omissions, policies and practices of each of the  
19 Defendants as described herein were and are wanton, willful, malicious, fraudulent, or  
20 oppressive; were intended to cause injury to Plaintiff; and/or were done in conscious,  
21 callous, reckless, or blatant disregard for the rights of Plaintiff.

22 236. Each of the Defendants were aware of the probable consequences of their  
23 conduct and deliberately failed to avoid those consequences and/or are vicariously liable  
24 pursuant to Civil Code § 3294(b).

25 237. As the direct and proximate result of each of the Defendants’ refusal to rent  
26 to Plaintiff based on his status as a Section 8 recipient, Plaintiff suffered damages,  
27 including the loss of housing opportunities, emotional and physical distress, loss of civil  
28 rights, frustration, difficulty and embarrassment. Defendants’ misconduct also caused

1 Plaintiff great inconvenience, in that he had to spend more time and energy on his housing  
2 search than he would have if Defendants had not engaged in discrimination against him.

3 238. There now exists an actual controversy between the parties regarding  
4 Plaintiff's rights and Defendants' duties under the Unruh Act. Accordingly, plaintiff seeks  
5 a declaration that defendants have violated these subdivisions.

6 239. The nature of each of the Defendants' discrimination under the Unruh Act  
7 constitutes an ongoing violation. Until the discriminatory policies and practices of each of  
8 the Defendants are enjoined, Plaintiff and other similarly situated persons will continue to  
9 be denied full and equal use and enjoyment of the housing offered by Defendants to the  
10 general public and will suffer ongoing and irreparable injury.

11 240. As a person aggrieved by the Defendants' violations of the Unruh Act,  
12 Plaintiff is entitled to injunctive relief and damages, including treble damages. (Cal. Civ.  
13 Code § 52.)

14 241. Wherefore, Plaintiff prays for relief as set forth below.

15  
16 **Fourth Cause of Action**

17 **Negligence (as an alternative/additional theory of liability)**

18 **(Cal. Civil Code §1714)**

19 242. Plaintiff re-pleads the allegations contained in each of the foregoing  
20 paragraphs and incorporates them herein as if separately re-pled.

21 243. Each of the Defendants owed Plaintiff a duty to operate their rental  
22 properties in a manner that was free from unlawful discrimination, and to educate and train  
23 themselves and their agents to fulfill that duty.

24 244. Defendants negligently violated their duty to Plaintiff by engaging in  
25 discrimination based on Plaintiff's receipt of Section 8 benefits. Defendants' violation of  
26 that duty was the result of negligence, including but not limited to:  
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- a. The negligent failure to educate and train themselves and their agents regarding the requirements of state fair housing laws and the City of Los Angeles’ municipal code; and
- b. The negligent failure to operate their rental properties in conformity with accepted industry custom and standards.

245. Each of the Defendants breached their duty to Plaintiff by want of ordinary care or skill in the management of their properties, persons, or agents in violation of California Civil Code §1714.

246. As the direct and proximate result of each of the Defendants’ refusal to rent to Plaintiff based on his status as a Section 8 recipient and written statements to Plaintiff indicating a preference, limitation, and discrimination based on source of income, Plaintiff suffered damages, including the loss of housing opportunities, emotional and physical distress, loss of civil rights, frustration, difficulty and embarrassment. Defendants’ misconduct also caused Plaintiff great inconvenience, in that he had to spend more time and energy on his housing search than he would have if Defendants had not engaged in discrimination against him.

247. Wherefore, Plaintiff prays for relief as set forth below.

**Fifth Cause of Action**

**Los Angeles Municipal Code, Chapter IV, Article 5.6.1**

248. On June 6, 2019, in response to the shortage of landlords participating in the Section 8 program, the Los Angeles City Council adopted Ordinance No. 186191 (“Ordinance”), adding Article 5.6.1 to Chapter IV of the Los Angeles Municipal Code to protect affordable housing opportunities for persons using rental assistance and other sources of income, such as Section 8 vouchers, as payment for rent.

249. Among other things, the Ordinance prohibits persons offering housing accommodations for rent or lease in the City of Los Angeles from:

- 1 a. Refusing to rent or lease a housing accommodation based on a person’s  
2 source of income. (Ordinance, Sec. 45.67(A));
- 3 b. Refusing to enter into a rental agreement, lease or housing assistance  
4 payment contract based on a person’s source of income. (Ordinance, Sec.  
5 45.67(A));
- 6 c. Otherwise deny or withhold a housing accommodation or housing services  
7 or amenities. (Ordinance, Sec. 45.67(A)); and
- 8 d. Make, print, or publish, or cause to be made, printed, or published through  
9 any medium, any notice, statement, sign, advertisement, application, or  
10 contract, with regard to any housing accommodation offered for rent,  
11 including but not limited to the accepted form(s) of payment for the housing  
12 accommodation, that indicates any preference, limitation, or discrimination  
13 based upon a person’s source of income. (Ordinance, Sec. 45.67(D)).

14 250. Each of the Defendants is a “person” as defined by the Ordinance.  
15 (Ordinance, Sec. 45.66(B)).

16 251. Each of the Defendants offers “housing accommodations” for rent or lease  
17 in the City of Los Angeles, as that term is defined by the Ordinance. (Ordinance, Sec.  
18 45.66(A)).

19 252. Plaintiff is a recipient of Section 8 benefits entitled to protection from  
20 source of income discrimination under the Ordinance. (*See* Ordinance, Sec. 45.66(D)).

21 253. In acting as alleged herein, each of the Defendants violated the Ordinance  
22 by discriminating against Plaintiff based on his status as a Section 8 recipient, and by  
23 making written statements to Plaintiff indicating a preference, limitation, and  
24 discrimination based on source of income.

25 254. There now exists an actual controversy between the parties regarding  
26 Plaintiff’s rights and Defendants’ duties under the Ordinance. Accordingly, plaintiff seeks  
27 a declaration that defendants have violated these subdivisions.  
28

1 255. The nature of each of the Defendants’ discrimination under the Ordinance  
2 constitutes an ongoing violation. Until the discriminatory policies and practices of each of  
3 the Defendants are enjoined, Plaintiff and other similarly situated persons will continue to  
4 be denied full and equal use and enjoyment of the housing offered by Defendants to the  
5 general public and will suffer ongoing and irreparable injury.

6 256. As a person aggrieved by the Defendants’ violation of the Ordinance,  
7 Plaintiff is entitled to injunctive relief and damages, including punitive damages.  
8 (Ordinance, Sec. 45.68(A)).

9 257. Wherefore, Plaintiff prays for relief as set forth below.

10  
11 **PRAAYER FOR RELIEF**

12 WHEREFORE, Plaintiff respectfully requests that this Court:

- 13 1. Declare that Defendants’ policies, practices, acts and omissions as set forth  
14 above violate the Fair Employment and Housing Act, Cal. Gov’t Code §  
15 12955 *et seq.*, The Unruh Act, Cal. Civ. Code § 51 *et seq.*, and the Los  
16 Angeles Municipal Code, Chapter IV, Article 5.6.1.
- 17 2. Issue an injunction pursuant to the FEHA, Unruh Act, and Ordinance:
  - 18 a. Ordering each of the Defendants to adopt and implement objective,  
19 uniform, nondiscriminatory standards in the advertising, operation and  
20 management of properties they own and operate, including the rental  
21 property specified in this Complaint;
  - 22 b. Ordering each of the Defendants to submit themselves and their agents  
23 to fair housing training, including training on the housing rights of  
24 Section 8 recipients;
  - 25 c. Enjoining Defendants from withholding housing, or otherwise making  
26 housing unavailable on the basis of lawful source of income; and
  - 27 d. Enjoining Defendants from refusing to rent to individuals or households  
28 who receive low-income housing assistance through federal, state, or

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local housing subsidies, including, but not limited to, federal housing assistance vouchers issued under Section 8 of the United States Housing Act of 1937 (42 U.S.C. Sec. 1437f).

- 3. Award Plaintiff general, compensatory, and statutory damages in an amount within the jurisdiction of this court;
- 4. Award Plaintiff punitive damages according to proof;
- 5. Award Plaintiff attorneys’ fees, litigation expenses, and costs of suit, as provided by law; and
- 6. Award such other and further relief as the Court may deem just and proper.

Respectfully Submitted,

DISABILITY RIGHTS EDUCATION  
AND DEFENSE FUND

Dated: January 30, 2023

By: Michelle Uzeta  
Michelle Uzeta  
Attorneys for Plaintiff  
Robert Gardner

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**DEMAND FOR TRIAL BY JURY**

Plaintiff hereby demands a jury trial.

Respectfully Submitted,

Dated: January 30, 2023

DISABILITY RIGHTS EDUCATION  
AND DEFENSE FUND

By: *Michelle Uzeta*  
Michelle Uzeta  
Attorneys for Plaintiff  
Robert Gardner