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17 UNITED STATES DISTRICT COURT
18 CENTRAL DISTRICT OF CALIFORNIA

19 **Linda Harding**

20 Plaintiff,

21 v.

22 **Aperto Property Management,
23 Inc.; Park Stanton Place, a
24 California Limited Partnership;
25 Foundation for Affordable
26 Housing II, Inc.; and Does 1-10
27 inclusive**

28 Defendants

Case No.: 8:24-cv-00040

**COMPLAINT for Injunctive
Relief and Damages for
Violations of:**

1. The Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601 *et seq.*;
2. California Fair Employment and Housing Act, Cal. Gov't Code § 12955 *et seq.*;
3. California Unruh Civil Rights Act, Cal. Civ. Code § 51 *et seq.*;
4. California Disabled Persons Act, Cal. Civ. Code § 54.1 *et seq.*; and
5. Negligence, Cal. Civil Code §1714.

INTRODUCTION

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2 1. This is an action for injunctive relief and damages against
3 Aperto Property Management, Inc., Park Stanton Place, a California Limited
4 Partnership, and Foundation for Affordable Housing II, Inc. (collectively
5 “Defendants”), for housing discrimination based on disability.

6 2. Plaintiff Linda Harding (“Plaintiff”) lives with compound
7 disabilities and was without housing for approximately seventeen years
8 before she secured a Section 8 federally-subsidized housing voucher
9 (“Voucher”). With the Voucher she applied for a unit owned and operated
10 by Defendants. After she was approved for an apartment, but before signing
11 the lease, she contracted COVID-19.

12 3. Plaintiff’s disabilities were exacerbated when she contracted
13 COVID-19 and put her at increased risk of harm due to the virus. Plaintiff
14 had to be hospitalized and quarantined for treatment to avoid a poor
15 outcome.

16 4. Defendants typically require lease signing to be done in person.
17 Because of her disabilities, exacerbated by COVID-19, Plaintiff was unable
18 to sign her lease in person. Plaintiff made multiple reasonable
19 accommodation requests to sign her lease in alternative ways. These requests
20 were denied. Additionally, Plaintiff’s attempts to engage in an interactive
21 process with Defendants to figure out a way to execute the lease agreement
22 in an alternative manner were rebuffed. Rather than accommodate Plaintiff,
23 Defendants rented the unit she was approved for to someone else, leaving
24 her without housing and causing her to experience difficulty, discomfort,
25 and out-of-pocket losses.

26 5. Defendants’ refusal to modify their policy that tenants sign their
27 lease in person, allow Plaintiff to sign her lease in alternative ways, delay the
28 lease signing until the exacerbation of Plaintiff’s disabilities was treated, or

1 engage in an interactive process with Plaintiff was in willful disregard of her
2 rights under federal and state fair housing law. Defendants knew or should
3 have known the significant harms their acts and omissions would cause
4 Plaintiff, but discriminated against her anyway.

5 6. Plaintiff brings this action seeking injunctive relief, statutory
6 penalties, actual and punitive damages, reasonable attorney's fees, and costs
7 of suit.

8 **JURISDICTION & VENUE**

9 7. Pursuant to 28 U.S.C. § 1331 jurisdiction is proper for claims
10 that arise under the laws of the United States, including the Fair Housing
11 Act, 42 U.S.C. §§ 3601-3619.

12 8. This Court has supplemental jurisdiction pursuant to 28 U.S.C.
13 § 1367 to hear and determine Plaintiff's state law claims because they are
14 related to Plaintiff's federal claims and arise from a common nucleus of
15 operative facts. Plaintiff's state and federal claims form part of the same case
16 or controversy under Article III of the United States Constitution.

17 9. Venue is proper in the Central District of California under 28
18 U.S.C. § 1391(b)(2) because the events or omissions giving rise to Plaintiff's
19 claims occurred in this district, the property that is the subject of the action is
20 situated in this district, and the Defendants conduct business in this district.

21 **PARTIES**

22 23 10. Plaintiff is, and at all times relevant herein was, a resident of the
24 State of California.

25 11. Defendant Aperto Property Management, Inc. is a California
26 corporation with a primary business address at 2 Venture Suite 525, in the
27 City of Irvine, California.
28

1 12. Defendant Park Stanton Place, a California Limited Company is
2 a California limited partnership with a primary business address of 270 N
3 Canon, Second Floor, in the City of Beverly Hills, California. Park Stanton
4 Place is the property owner of the unit Plaintiff was approved to rent.

5 13. Defendant Foundation for Affordable Housing II, Inc. is a
6 California corporation with a primary business address of 69 NW Newport
7 Avenue, Suite 200, in the City of Bend, Oregon. It is the managing general
8 partner and owner of Park Stanton Place.

9 14. Plaintiff is currently unaware of the true identities of Does 1-10,
10 inclusive, and will seek leave to amend her Complaint when the true names,
11 capacities, connections, and responsibilities of those defendants are
12 ascertained.

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

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FACTUAL ALLEGATIONS

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2 16. Plaintiff is a senior citizen as defined by California Civil Code
3 section 51.3.5(d)(2).

4 17. Plaintiff was without stable housing for approximately
5 seventeen (17) years until on or around April 13, 2022.

6 18. Plaintiff has physical and mental disabilities that substantially
7 limit her mobility, cognition, and intellectual processing and necessitate
8 regular hospital and care facility stays.

9 19. The Park Stanton Place (“Property”) is a multi-family
10 apartment complex located at 7622 Katella Avenue in the City of Stanton,
11 California. Aperto Property Management is the property manager at the
12 Property.

13 20. The Property has 335 senior units and participates in the Low-
14 Income Housing Tax Credit (“LIHTC”) program. It may accept other
15 government funds through additional programs.

16 21. Defendant Aperto Property Management, Inc. owns, operates
17 and/or manages the Property. At all times relevant herein, Aperto Property
18 Management acted as an agent of Part Stanton Place.

19 22. Defendant Park Stanton Place, a California Limited Partnership,
20 owns, operates and/or manages the Property.

21 23. Defendant Foundation for Affordable Housing II, Inc. owns,
22 operates and/or manages the Property.

23 24. Plaintiff received her Voucher on or around October 2021.
24 Plaintiff believes and was informed that her case worker obtained at least
25 one extension, before April 6, 2022.

26 25. Orange County Housing Authority opened its waitlist in 2012 to
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1 50,000 people and next opened its waitlist in 2023 to 12,000 people.¹ An
2 unhoued person in Orange County can apply for housing opportunities
3 through the County run Coordinated Entry System (hereafter “CES”). CES
4 policies dictate how a person is added to the system, how a person stays
5 active in the system, and when a person is matched with housing
6 opportunities including a Voucher.² Plaintiff lacked stable housing for
7 approximately seventeen years. She faced challenges entering the CES
8 system and navigating the CES system.

9 26. Once an individual receives a Voucher, they are often unable to
10 secure a lease before the Voucher expires.³ Plaintiff’s apartment search was
11 even more difficult because of her disability-related needs, including the
12 need to be near her medical providers and her need for onsite parking. Upon
13 receipt of a Voucher, Plaintiff and her case manager began working
14 diligently to find and apply for units that could meet her disability-related
15 needs.

16 27. A one-bedroom unit was identified at the Property. It met
17 Plaintiff’s disability-related needs and was listed at \$1700 per month, a rent
18 amount that her case manager expected could be approved by the Housing
19 Authority for her Voucher.

20 28. The primary contact responsible for leasing the Property was
21 Yvette Wright, on information and belief the Property Assistant Manager
22 (hereafter “Property Manager”). Ms. Wright was and is, on information and
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25 ¹ [https://voiceofoc.org/2023/09/orange-countys-housing-voucher-
26 application-ends-tomorrow/](https://voiceofoc.org/2023/09/orange-countys-housing-voucher-application-ends-tomorrow/)

27 ² [https://ceo.ocgov.com/sites/ceo/files/2022-
28 09/CES%20POLICY%20FINAL_220928_APPROVED.pdf](https://ceo.ocgov.com/sites/ceo/files/2022-09/CES%20POLICY%20FINAL_220928_APPROVED.pdf)

³ “OC Housing Agencies Face Unprecedented Number of Housing Vouchers Before They Expire,” *Los Angeles Times* April 14, 2022

1 belief, an employee and/or agent of Aperto Property Management with
2 authority to act on behalf of the Property.

3 29. Giselle Masedo (hereafter “Case Manager”) was Plaintiff’s
4 Housing Navigator at Illumination Foundation. Illumination Foundation
5 serves as an Orange County funded designated access point for CES in
6 Orange County and provides services to people experiencing homelessness.

7 30. Plaintiff through the assistance of the Case Manager, completed
8 and submitted all paperwork required by Defendants to apply for the unit at
9 the Property on or around January 26, 2022, and was approved on or around
10 January 27, 2022.

11 31. On or around January 27, 2022, Plaintiff was tested positive for
12 COVID-19. Because of her compound disabilities, and the way COVID
13 might exacerbate those disabilities, she was immediately hospitalized to
14 ensure prompt medical support would be available to manage her compound
15 disabilities.

16 32. On February 1, 2022, Property Manager emailed the Case
17 Manager that the inspection for the apartment was complete⁴ and requested a
18 move-in date. The Case Manager informed the Property Manager that
19 Plaintiff was in the hospital and requested a virtual leasing option as a
20 disability accommodation. The Property Manager ignored the
21 accommodation request and responded asking if Ms. Wright could move in
22 on February 3, 2023.

23 33. Plaintiff’s disability-related complications resulted in
24 hospitalization and subsequent nursing home care. Because of Plaintiff’s
25 disabilities, she suffered major complications after she contracted COVID-
26 19. When she was released from the hospital her disabilities required that

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28 ⁴ A Voucher holder is required to have the unit inspected by the housing
authority before federal funds can be used for the rental subsidy.

1 she be transferred to a nursing facility for an extended stay and further
2 assistance with her daily activities during recovery. Upon arrival at the
3 nursing facility, Plaintiff was subject to a mandatory 14-day quarantine.
4 During her recovery, she had significantly increased difficulty engaging in
5 basic life activities, such as walking, talking, reading, and processing
6 information.

7 34. On February 7, 2022, Plaintiff, through her Case Manager,
8 emailed the Property Manager again requesting the reasonable
9 accommodations of a virtual lease signing and informing the Property
10 Manager that Plaintiff was temporarily in a nursing facility with a 14-day
11 quarantine for disability-related care. Therefore, Plaintiff was still not
12 physically able to appear in person to execute the lease.

13 35. On February 7, 2022, the Property Manager responded that she
14 spoke with Regional Manager of Aperto Property Management, Inc., Martha
15 Reyes (“Regional Manager”), and represented that the Regional Manager
16 would not allow Plaintiff to sign her lease virtually or hold the unit for
17 Plaintiff to sign in person when the limitations imposed by her disabilities
18 were better managed so she could leave the facility.

19 36. After the request for reasonable accommodation was summarily
20 denied by Defendants, Plaintiff again tried to begin the interactive process
21 offering a variety of options that would permit her to lease the unit despite
22 her disability-related limitations including:

- 23 i. Electronic signature
- 24 ii. Physical signature done over video from the facility to ensure
25 Defendants could talk to and see Plaintiff while she signed.
- 26 iii. Reschedule lease signing and move in date until Plaintiff
27 completed her medically required quarantine at the nursing
28 facility.

- 1 iv. Payment of a per diem holding fee to compensate Defendants
- 2 for lost revenue until Plaintiff was medically cleared to attend
- 3 an in-person lease signing despite her disability related
- 4 limitations.
- 5 v. Other accommodations as Defendants might see fit to ensure
- 6 Plaintiff would not incur the physical and emotional harm of
- 7 losing this unit.

8 37. On February 8, 2022, Defendants again summarily denied the
9 request for reasonable accommodations and declined all proposed
10 alternatives to allow Plaintiff access to the unit a person without her
11 disabilities would have had. Defendants failed to explain why the
12 accommodations could not be provided, failed to suggest any alternatives,
13 and refused to engage in any interactive process to try and explore with
14 Plaintiff an accommodation that might work to maintain the housing for
15 which she had been accepted and approved.

16 38. The Elder Law and Disability Rights Center (“ELDR”), on
17 behalf of Plaintiff, submitted a demand letter on or around February 8, 2022,
18 to Defendants with the request for reasonable accommodations. ELDR
19 repeated the options for reasonable accommodations made previously by
20 Plaintiff in an attempt to meet any needs of the Defendants. ELDR also
21 reiterated the request to engage in an interactive process. Defendants did not
22 respond.

23 39. On February 9, 2022, ELDR spoke with Defendants through the
24 Property Manager and Regional Manager to follow up on Plaintiff’s
25 unanswered request for reasonable accommodations. Defendants informed
26 ELDR that the unit Plaintiff was approved for was placed back on the
27 market and no longer unavailable.

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1 40. Defendants stated that because the Property was “tax-credited,”
2 there were limits on how long management could hold a unit for a tenant.
3 Defendants declined provide any code, regulation, or other authority to
4 support the alleged prohibition on holding the unit. Defendants did not
5 provide any lawful basis to circumvent federal and state requirements to
6 provide reasonable accommodations in the rental of housing.

7 41. Defendants alleged they had already “violated” internal policy
8 by holding the unit two weeks for Plaintiff from the date of approval and
9 stated that they could not do that again. Defendants stated that they could not
10 accept a per diem payment to hold the unit because it would appear as a
11 form of favoritism and that any form of remote signing would violate
12 Defendants corporate policy. Defendants again summarily denied the request
13 for reasonable accommodations without statutory justification for these
14 denials and declined to engage in the interactive process.

15 42. Defendants stated that their attorney would contact ELDR but
16 declined to provide contact information for this attorney. No attorney
17 representing Defendants contacted ELDR to follow up on these denials.

18 43. Plaintiff and her case manager again worked diligently
19 attempting to secure a unit that could meet her disability related needs with
20 the Voucher expiration date impending. Despite finding a unit, she feared
21 she would lose it again up until she got the keys to her new residence
22 because of the actions of Defendants.

23 44. Upon release from the nursing facility Plaintiff was forced to
24 find places to stay safely until April 13, 2022, when she began her current
25 rental unit at Metro Park.

26 45. She suffered severe emotional distress, including depression
27 and anxiety. This stress exacerbated Plaintiff’s digestive pre-existing
28 conditions.

1 46. Metro Park is not as suitable for Plaintiff's disabilities as the
2 Property would have been.

3 47. Plaintiff's lease at Metro Park is \$1725/month, \$25 more than
4 the \$1700 per month she would have paid at the Property. In addition, she
5 must pay the cost of electricity at approximately \$60-\$80 per month whereas
6 electricity was included in the rental rate at the Property. These additional
7 costs are a considerable hardship given her limited income.

8 48. The closest grocery store to Plaintiff is Stater Bros, which is
9 more expensive than Food4Less, the closest grocery store to Property.
10 Plaintiff estimates that she spends an additional \$30 a month on groceries at
11 Stater Bros, another considerable hardship for her.

12 49. Plaintiff was finally reimbursed for the money orders to hold
13 the unit at Property in early July 2022, approximately five months after
14 Defendants refused to accommodate her so she could sign the lease at the
15 Property. This undue delay caused Plaintiff considerable financial stress
16 given her limited income. She did not have enough money to meet her basic
17 needs for food, gas, and other necessities.

18 50. On information and belief, the Property had a parking space
19 that would have been immediately available to Plaintiff upon move-in. By
20 contrast, Plaintiff had to wait until December 2022 to receive a parking spot
21 at Metro Park because of a lack of parking availability for residents.

22 51. Because a parking space was unavailable to her at Metro Park,
23 Plaintiff was forced to use an off-site parking every time she used her
24 vehicle. Due to her disabilities, Plaintiff has limited mobility. As a result of
25 her mobility impairments and other disabling conditions, she has trouble
26 walking extended distances because of her disabilities.

27 52. The extended distance Plaintiff was forced to walk from off-site
28 parking spaces to her apartment exacerbated her disabilities, causing her

1 pain. When Plaintiff attempted to park her car closer to her unit for her
2 safety, her car was towed, causing her to experience significant distress and
3 to incur costs. The increased cost and distress eventually forced her to give
4 up her car entirely.

5 53. Plaintiff now must rely on public transportation but due to her
6 disabilities, limited stops, and limited schedules, it has not reliably allowed
7 her to get to her appointments the way her car did. She finds it difficult to
8 navigate public transportation with her walker. In addition, many of her
9 destinations require multiple bus transfers, thus considerably increasing
10 travel time and exacerbating disability-related pain. As a result, she is not
11 able to get to her appointments as well as she would have been had she been
12 housed in the Defendants unit.

13 54. Metro Park is also further from Plaintiff's support network than
14 the Property. Plaintiff's distant location has cut her off from her social
15 network so that she cannot visit her friends, and her friends visit her less
16 often. This loss has increased Plaintiff's depression, for which she is now
17 receiving counseling. She also has less access to friends who can provide her
18 with assistance for disability related needs.

19 55. The Metro Park apartment is farther from Plaintiff's doctor.
20 With the limited access to her car initially, the increase costs of maintaining
21 her car later, and her dependence on public transportation currently, she has
22 missed some appointments. While the difference in cost or time may be
23 minimal to others, with her disabilities, these are significant to her and at
24 times, she was not up to making the longer trip.

25 56. Plaintiff also has safety concerns about the Metro Park
26 Apartment. At the Metro Park Apartment, Plaintiff hears screaming at night
27 and has seen somebody climb over the fence to enter the property at night.
28 Plaintiff is afraid to leave the unit at night as a result.

1 57. The Property was Plaintiff’s housing of choice. It was
2 conveniently located, accessible to her, within her budget, and provided
3 access to amenities and services important and necessary to her. As a direct
4 cause of Defendant’s discriminatory acts and omissions, Plaintiff was forced
5 to enter into a lease at a less desirable property, at higher cost, with less
6 access to the amenities and services important to her. The alternative was to
7 remain unhoused.

8 58. Allowing Plaintiff to sign her lease electronically or virtually
9 would not have created an undue burden for Defendants. Delaying Plaintiff’s
10 lease signing until she completed her 14-day COVID-19 quarantine at the
11 nursing facility would not have created an undue burden for Defendants.

12 59. Acceptance of a per diem holding fee until Plaintiff was able to
13 sign her lease in person would not have created an undue burden for
14 Defendants. Allowing Plaintiff to sign her lease electronically or virtually
15 would not have resulted in a fundamental alteration of the nature of
16 Defendants’ housing program. Nor would a slight delay or acceptance of a
17 per diem holding fee until she was able to sign in person.

18 60. There is no statutory or regulatory requirement applicable to the
19 Property that would have prohibited Defendants from accommodating
20 Plaintiff as requested.

21 61. At no time relevant herein did Defendants engage in, or offer to
22 engage in, an “interactive process” with Plaintiff or her representatives to
23 exchange information to identify, evaluate, and implement a reasonable
24 accommodation that would allow her equal opportunity to use and enjoy the
25 housing opportunity at the Property.

26 62. At no time relevant herein did Defendants engage in, or offer to
27 engage in, an “interactive process” with Plaintiff or her representative to
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1 explore and determine if alternatives to the reasonable accommodations she
2 had requested were feasible.

3 63. As a person/entity that is in the business of renting housing,
4 Defendants knew or should have known of their obligation to reasonably
5 accommodate Plaintiff and obligation to engage in an “interactive process”
6 with Plaintiff. Further, they were informed of their obligations by the Case
7 Manager on February 7, 2022, and by Plaintiff’s attorney on February 8,
8 2022, and on a February 9, 2022 telephone call. Regardless of this
9 knowledge, Defendants failed to accommodate Plaintiff or otherwise comply
10 with the law.

11 64. As the direct and proximate result of Defendants’ acts and
12 omissions as alleged herein, Plaintiff has suffered and will continue to suffer
13 damages, including deprivation of the right to equal housing opportunity,
14 increased expenses, loss of civil rights, frustration, difficulty, severe
15 emotional distress, embarrassment, and inconvenience as well as physical
16 injury.

17 65. Defendants’ refusal to provide Plaintiff with an accommodation
18 for signing the lease caused Plaintiff considerable distress. From the moment
19 Plaintiff was notified that she might lose the unit because of her
20 hospitalization, she was distraught. Plaintiff was very depressed, frequently
21 cried, and experienced worse acid reflux because of the stress of potentially
22 losing the apartment. Plaintiff had been unhoused and endured much of the
23 trauma associated with being unhoused, for seventeen years before receiving
24 a Voucher and approval for the unit at the Property. When she learned she
25 had been accepted at the Property after this long period, she believed that
26 she would finally be safe from the dangers of remaining unhoused.
27 Defendants inflicted severe emotional distress on Plaintiff when they refused
28 her requests for reasonable accommodations, and abruptly rescinded their

1 offer of housing by relisting the unit for which she had been approved.
2 Defendants' actions forced her to remain unhoused immediately while
3 receiving disability-related treatment, during recovery from COVID-19, and
4 while the exacerbations of her disabilities became managed.

5 66. Defendant was aware by participating in a voucher program and
6 signing the paperwork required by the Anaheim Housing Authority to
7 participate in the program that Plaintiff's housing voucher was time-limited
8 and that losing the unit at the Property might mean losing that assistance
9 entirely. They violated her rights anyway.

10 67. Plaintiff spent the next two months without stable housing, not
11 knowing how soon another unit would become available, whether she would
12 qualify, and saddled with the burden that she would have to endure the
13 uncertainty of the application process again. Plaintiff also suffered from
14 emotional distress having to navigate a process that was confusing to her
15 immediately after a lengthy hospitalization. Defendants' arbitrary
16 withdrawal of its apartment offer resulted in severe emotional distress giving
17 Plaintiff the hope of stable and safe housing that met her disability-related
18 needs, and then ripping the hope from her while she was in a medical
19 recovery.

20 68. Plaintiff has been, and will continue to, be irreparably harmed
21 financially by Defendants' refusal to accommodate Plaintiff as requested
22 because she now must live in a more expensive apartment when she is very
23 low-income, incur higher food costs, fund additional travel costs to access
24 basic necessities, including social and medical visits, and feels less safe in
25 her home.

26 69. On information and belief, it is, and at all times relevant herein
27 was Defendants' policy not to hold apartments for qualified prospective
28 tenants who might need an extension as a reasonable accommodation in the

1 rental application and lease signing process or to accept a per diem holding
2 fee to compensate for such an extension.

3 70. On information and belief, it is, and at all times relevant herein
4 was Defendants' policy and practice not to allow qualified prospective
5 tenants to engage in any form of remote signing as a reasonable
6 accommodation.

7 71. On information and belief, it is, and at all times relevant herein
8 was Defendants' policy not to engage in a meaningful interactive process in
9 good faith with prospective tenants with disabilities who request reasonable
10 accommodations related to their housing by returning correspondence
11 promptly or allow Plaintiff's counsel to correspond with Defendants'
12 counsel.

13 72. The nature of Defendants' discrimination constitutes an
14 ongoing violation of fair housing law. Until Defendants' unlawful practices
15 are enjoined, Plaintiff and other similarly situated persons will continue to
16 be denied full and equal use and enjoyment of housing offered by
17 Defendants to the general public and will suffer ongoing and irreparable
18 injury.

19 73. The unlawful practices of the Defendants as described herein
20 were and are wanton, willful, malicious, fraudulent, or oppressive and/or
21 were done in conscious, callous, reckless, or blatant disregard for the
22 federally protected rights of Plaintiff, entitling her to punitive damages.

23
24 **FIRST CLAIM**

25 **Fair Housing Amendments Act of 1988**

26 **42 U.S.C. § 3601 *et seq.***

27 74. Plaintiff hereby re-pleads, restates, re-alleges, and incorporates
28 by reference all the allegations contained in the preceding paragraphs.

1 75. The Fair Housing Amendments Act of 1988 (“FHAA”), 42
2 U.S.C. § 3601 *et seq.*, prohibits discrimination in the sale, rental, and
3 financing of dwellings, and in other housing-related transactions, based on
4 several protected characteristics, including disability.

5 76. Plaintiff is, and at all times relevant herein was, an individual
6 with a disability as that term is defined by the FHAA and its implementing
7 regulations. 42 U.S.C. § 3602(h); 24 C.F.R. § 100.201.

8 77. Defendants are, and at all times relevant herein were “persons”
9 who engage in the “rental” of “dwellings,” as those termed as defined by the
10 FHAA and its implementing regulations. 42 U.S.C. § 3602(b), (d), and (e);
11 24 C.F.R. §§ 100.20 and 100.201.

12 78. The Property is a “dwelling” as that term is defined by the
13 FHAA and its implementing regulations. 42 U.S.C. § 3602(b); 24 C.F.R. §§
14 100.20 and 100.201.

15 79. In acting as herein alleged, Defendants have injured Plaintiff by
16 committing discriminatory housing practices in violation of the FHAA and
17 its implementing regulations. Defendants’ unlawful conduct under the
18 FHAA includes, but is not limited to:

- 19 a) Discriminating in the rental, or to otherwise make
20 unavailable or deny, a dwelling to Plaintiff because of
21 disability, 42 U.S.C. §3604(f)(1);
- 22 b) Discriminating in the terms, conditions or privileges of
23 housing, or in the provision of services or facilities in
24 connection with such housing, 42 U.S.C. § 3604(f)(2);
- 25 c) Refusing to make reasonable accommodations in rules,
26 policies, practices, or services, when such accommodations
27 were necessary to afford Plaintiff equal opportunity to use
28 and enjoy her housing, 42 U.S.C. § 3604(f)(3)(B); and

1 d) Coercing, intimidating, threatening, or interfering with
2 Plaintiff in the exercise or enjoyment of rights granted or
3 protected by FHAA, 42 U.S.C. § 3617.

4 80. Plaintiff is an “aggrieved” person within the meaning of the
5 FHAA. 42 U.S.C. § 3602(i)(1). She has been denied a housing opportunity
6 of her choice due to Defendants’ failure to provide her with reasonable
7 accommodations for her disabilities and has incurred damages as a result.

8 81. Defendants’ duties under the FHAA are mandatory and long
9 established. Defendants are deemed to have had knowledge of their duties at
10 all times relevant herein and were provided actual notice of such duties.
11 Defendants’ failure to comply with their fair housing obligations was
12 wanton, willful, malicious, fraudulent, or oppressive and/or was done in
13 conscious, callous, reckless, or blatant disregard for the federally protected
14 rights of Plaintiff.

15 82. Pursuant to 42 U.S.C. § 3613(c)(1) and (2), Plaintiff prays for
16 judgment as set forth below.

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SECOND CLAIM

California Fair Employment and Housing Act

California Civil Code §12955 *et seq.*

83. Plaintiff hereby re-pleads, restates, re-alleges, and incorporates
by reference all the allegations contained in the preceding paragraphs.

84. The California Fair Employment and Housing Act (FEHA),
Cal. Civ. Code §12955 *et seq.* prohibits discrimination in the sale, rental, and
financing of dwellings, and in other housing-related transactions, based on
several protected characteristics, including disability.

1 85. Plaintiff is, and at all times relevant herein was, an individual
2 with a disability as that term is defined by California law. Cal. Gov. Code §
3 12926.

4 86. Defendants are, and at all times relevant herein were, “owners”
5 of “housing accommodations” within the meaning of the FEHA. Cal. Gov’t
6 Code §§ 12927(d) and (e). Each of the Defendants is also a “person” as
7 defined under FEHA. Cal. Gov’t Code § 12927(f).

8 87. The Property is a “housing accommodation” within the
9 meaning of FEHA. Cal. Gov’t Code § 12927(d).

10 88. Under the FEHA, it is discriminatory for a housing provider to
11 refuse to make reasonable accommodations where necessary to afford an
12 individual with a disability an equal opportunity to obtain, use, or enjoy a
13 housing opportunity. Cal. Code Regs. Tit. 2, § 12176(a) and (c).

14 89. The FEHA was written to conform California law on the
15 subject of fair housing to the Federal Fair Housing Act. *Broodmore San*
16 *Clemente Homeowners' Assn. v. Nelson*, 25 Cal.App.4th 1, 5–7, 30
17 Cal.Rptr.2d 316 (1994). Accordingly, an analysis under the FEHA mirrors
18 an analysis under the FHAA.

19 90. Defendants’ violation of Plaintiff’s rights under FHAA, as set
20 out in Plaintiff’s First Claim, also violates Plaintiff’s rights under FEHA.

21 91. The FEHA also expands, in some areas, the fair housing rights
22 of people with disabilities. Relevant here, the failure to engage in an
23 interactive process expressly violates the FEHA. Cal. Code Regs. Tit. 2, §
24 12177. By failing to engage in an interactive process with Plaintiff regarding
25 her need for reasonable accommodation, Defendants violated the FEHA.

26 92. Plaintiff is an “aggrieved” person within the meaning of the
27 FEHA. Cal. Gov’t Code § 12927(g). She has been denied a housing
28 opportunity of her choice due to Defendants’ failure to provide her with

1 reasonable accommodations for her disabilities and has incurred damages as
2 a result.

3 93. Defendants’ duties under FEHA are mandatory and long
4 established. Defendants are deemed to have had knowledge of their duties at
5 all times relevant herein and were provided actual notice of such duties.
6 Defendants’ failure to comply with their fair housing obligations was
7 wanton, willful, malicious, fraudulent, or oppressive and/or were done in
8 conscious, callous, reckless, or blatant disregard for Plaintiff’s fair housing
9 rights.

10 94. Pursuant to Cal. Civ. Code § 12989.2, Plaintiff prays for
11 judgment as set forth below.

12
13 **THIRD CLAIM**

14 **California Unruh Civil Rights Act**

15 **California Civil Code § 51 *et seq.***

16 95. Plaintiff hereby re-pleads, restates, re-alleges, and incorporates
17 by reference all the allegations contained in the preceding paragraphs.

18 96. The Unruh Civil Rights Act (“Unruh Act”) provides that
19 individuals with disabilities “are entitled to the full and equal
20 accommodations, advantages, facilities, privileges, or services in all business
21 establishments of every kind whatsoever.” Cal. Civ. Code § 51(b).

22 97. Plaintiff is a person with a “disability” within the meaning of
23 the Unruh Act. Cal. Civ. Code § 51(e)(1).

24 98. The Unruh Act applies with full force to the business of renting
25 housing accommodations. *Marina Point, Ltd. v. Wolfson*, 30 Cal. 3d 721,
26 731 (1982).

1 106. The CDPA also provides that “[a]ny person renting, leasing, or
2 otherwise providing real property for compensation shall not refuse to make
3 reasonable accommodations in rules, policies, practices, or services, when
4 those accommodations may be necessary to afford individuals with a
5 disability equal opportunity to use and enjoy the premises.” Cal. Civ. Code §
6 54.1(b)(3)(B).

7 107. Plaintiff is a person with a “disability” within the meaning of
8 the CDPA. Cal. Civ. Code § 54(b)(1).

9 108. The Property is a “housing accommodation” within the
10 meaning of the CDPA. Cal. Civ. Code § 54.1(b)(2).

11 109. Defendants are persons renting, leasing, or otherwise providing
12 real property for compensation, and are therefore subject to the CDPA,
13 including the CDPA’s requirement to provide reasonable accommodations in
14 rules, policies, practices, or services, when those accommodations may be
15 necessary to afford individuals with a disability equal opportunity to use and
16 enjoy the premises. Cal. Civ. Code § 54.1(b)(3)(B).

17 110. Defendants violated Plaintiff’s rights under the CDPA by
18 denying Plaintiff’s request for reasonable accommodation in the lease
19 signing process and denying her the housing opportunity of her choice.

20 111. Claims under California Civ. Code § 54.1 are analyzed under
21 the same standards as the analogous provisions of the FHAA. Accordingly,
22 Defendants’ violation of Plaintiff’s rights under FHAA, as set out in
23 Plaintiff’s First Claim, also violates Plaintiff’s rights under the CDPA.

24 112. Defendants’ duties under the CDPA are mandatory and long
25 established. Defendants are deemed to have had knowledge of their duties at
26 all times relevant herein and were provided actual notice of such duties.
27 Defendants’ failure to comply with their fair housing obligations was
28 wanton, willful, malicious, fraudulent, or oppressive and/or were done in

1 conscious, callous, reckless, or blatant disregard for Plaintiff's fair housing
2 rights.

3 113. Pursuant to the remedies, procedures, and rights set forth in Cal.
4 Civ. Code § 54.3(a), Plaintiff prays for statutory damages and attorneys'
5 fees.

6 **FIFTH CLAIM**

7 **Negligence**

8 **California Civil Code § 1714**

9 114. Plaintiff hereby re-pleads, restates, re-alleges, and incorporates
10 by reference all the allegations contained in the preceding paragraphs.

11 115. Defendants injured Plaintiff by want of ordinary care or skill in
12 their ownership and management of their property and agents in violation of
13 Cal. Civ. Code § 1714.

14 116. Defendants were negligent because, as described herein, they
15 violated the FHAA, FEHA, Unruh Act, and Disabled Persons Act in their
16 ownership and management of the Property.

17 117. On information and belief, Defendants' negligence also
18 includes their failure to train, monitor, and supervise their agents and
19 employees and to ensure their compliance with the FHAA, FEHA, Unruh
20 Act, and Disabled Persons Act.

21 118. Defendants' acts and omissions constitute a negligent failure to
22 operate the Property in conformity with the law and with accepted industry
23 customs and standards.

24 119. Defendants' negligence was a substantial factor in bringing
25 about the harm suffered by Plaintiff, including out-of-pocket losses, the
26 deprivation of the right to equal housing opportunity, loss of civil rights, loss
27 of use and enjoyment, frustration, difficulty, emotional and physical distress,
28 embarrassment, and inconvenience.

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- 4. Award Plaintiff attorneys' fees, litigation expenses, and costs of suit, as provided by law; and
- 5. Award such other and further relief as the Court may deem just and proper.

Dated: January 8, 2024

ELDER LAW AND DISABILITY RIGHTS CENTER



By: _____
Andrea Smith
Attorney for Plaintiff