

1 DISABILITY RIGHTS EDUCATION &  
2 DEFENSE FUND  
3 Michelle Uzeta, Esq., SBN 164402  
4 [muzeta@dredf.org](mailto:muzeta@dredf.org)  
5 3075 Adeline Street, Suite 210  
6 Berkeley, CA 94703  
7 Tel: 510-644-2555  
8 Fax: 510-841-8645

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7 Attorneys for Plaintiffs,  
8 LaShelle Davis and Fair Housing  
9 Foundation

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF LOS ANGELES

13 **LaShelle Davis and Fair Housing**  
14 **Foundation,**

15 Plaintiffs,

16 v.

17 **Anthony Mancuso; R.W. Selby &**  
18 **Co., Inc., and Does 1-10 Inclusive,**

19 Defendants.

Case No. **24LBCV01954**

Verified Complaint for Declaratory  
and Injunctive Relief and Damages  
for Violations of:

1. California's Fair  
Employment and Housing  
Act, Gov. Code, §§ 12927  
and 12955, *et seq.*;
2. Unruh Civil Rights Act,  
Civ. Code, § 51 *et seq.*;
3. California's Unfair  
Competition Law, Bus. &  
Prof. Code, § 17200, *et seq.*;
4. Negligence, Civ. Code, §  
1714

**Unlimited Civil Case**

1 **INTRODUCTION**

2 1. This is an action for declaratory, injunctive, and monetary relief  
3 against Anthony Mancuso, R.W. Selby & Co., Inc., and DOES 1-10  
4 inclusive (collectively “Defendants”), for housing discrimination on the  
5 basis of source of income.

6 2. Since January 1, 2020, California’s Fair Employment and  
7 Housing Act (“FEHA”) has prohibited housing providers from  
8 discriminating against prospective tenants based on their use of vouchers  
9 issued under the Section 8 Housing Choice Voucher program (“Section 8”).  
10 (Gov. Code, § 12955.) Discrimination under FEHA includes the use of  
11 income standards “that [are] not based on the portion of the rent to be paid  
12 by the tenant” in assessing eligibility for the rental of housing. (Gov. Code, §  
13 12955, subd. (o)(1)(A).)

14 3. Plaintiffs LaShelle Davis (“Ms. Davis”) and the Fair Housing  
15 Foundation (“FHF”) allege that Defendants discriminated against Ms. Davis  
16 by requiring that she have an income of 2.5 times the total rent to lease an  
17 apartment at their rental property. As the result of this discrimination, Ms.  
18 Davis was denied a housing opportunity and caused harm.

19 4. Defendants’ discriminatory housing practices were reported to,  
20 investigated by, and confirmed by FHF, causing it to divert its scarce  
21 resources and frustrating its mission to actively support and promote fair  
22 housing and housing choice.

23 5. Plaintiffs bring this action pursuant to the California Fair  
24 Employment and Housing Act, Government Code sections 12927 and 12955  
25 *et seq.*; The Unruh Civil Rights Act, Civil Code section 51 *et seq.*; Business  
26 and Professions Code section 17200 *et seq.*; and Civil Code section 1714.

27 6. Through this action, Plaintiffs seek injunctive relief, actual and  
28 punitive damages, reasonable attorney’s fees, and costs of suit.

1 **JURISDICTION AND VENUE**

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

6 8. The events material to this Complaint took place within the  
7 County of Los Angeles and within the past two years.

8 9. This action meets the jurisdictional requirements for an  
9 unlimited civil case in that Plaintiffs seek permanent injunctive and  
10 declaratory relief as well as damages in excess of the minimum jurisdictional  
11 limits of this court.

12 10. Pursuant to Code of Civil Procedure section 395, venue is  
13 proper in the Los Angeles Superior Court, as it is the County where the  
14 Defendants or some of them reside; the County in which the real properties  
15 at issue are located; and the County in which the injuries to Plaintiffs  
16 occurred.

17  
18 **PARTIES**

19 11. Plaintiff LaShelle Davis is an individual. At all times relevant  
20 herein, Ms. Davis has been a resident of Los Angeles County.

21 12. Plaintiff Fair Housing Foundation is, and at all times relevant  
22 herein was, a non-profit organization incorporated under the laws of the  
23 State of California. FHF is dedicated to eliminating discrimination in  
24 housing and promoting equal access to housing choices for all persons  
25 without regard to their race, color, religion, gender, sexual orientation,  
26 national origin, familial status, marital status, disability, ancestry, age,  
27 source of income or other characteristics protected by federal, state and local  
28 laws. FHF has offices in Long Beach and Orange, California.

1           13. Defendant Anthony Mancuso is, and at all times relevant herein  
2 was, an individual doing business in the State of California with a primary  
3 business address in Los Angeles, California.

4           14. Defendant R.W. Selby & Co., Inc. is, and at all times relevant  
5 herein was, a corporation incorporated under the laws of the State of  
6 California with a primary business address in Los Angeles County.

7  
8           **SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

9           15. The Section 8 Housing Choice Voucher Program (“Section 8  
10 program”) is a federal program provided by the U.S. Department of Housing  
11 and Urban Development (“HUD”) that provides over 300,000 low-income  
12 and very low-income Californians with a Section 8 Housing Choice Voucher  
13 (“Section 8 Voucher”). A Section 8 voucher enables tenants to pay a smaller  
14 portion of the rent while the remainder of the rent is subsidized through the  
15 program. As a result, low-income households can afford sanitary, decent,  
16 and safe housing.

17           16. The Section 8 program is generally administered by State or  
18 local governmental entities called public housing agencies (“PHA”), which  
19 receive housing assistance funds from HUD. (24 C.F.R. § 982., subd.  
20 1(a)(1).) An applicant must have a very low income to be eligible for a  
21 Section 8 voucher. (24 C.F.R. § 982.201.) A participant’s income may not  
22 exceed 50 percent of the county’s median income and at least 75 percent of  
23 vouchers must be given to applicants whose income does not exceed 30  
24 percent of the county’s median income. PHAs determine eligibility by  
25 reviewing household income, composition, assets, and employment.

26           17. When a household is selected for the Section 8 program or  
27 when a household wants to move, the PHA issues a voucher. (24 C.F.R. §  
28 982.302, subd. (a).) The term of a voucher is at least 60 days, which may be

1 extended at the PHA’s discretion. During the term of the voucher, the PHA  
2 may require the participant to report progress in leasing a unit. (24 C.F.R. §  
3 982.303.) Section 8 recipients then search for housing and submit potential  
4 housing units to the PHA for approval. The PHA must inspect the unit to  
5 ensure it meets minimum health and safety requirements and approve the  
6 unit before the prospective tenant occupies the premises. Once a housing  
7 unit is selected and approved, a PHA and housing provider enter into a  
8 Housing Assistance Payments Contract (“HAP”).

9 18. Under a HAP contract, the PHA pays a housing subsidy to the  
10 housing provider on behalf of the Section 8 recipient. The housing subsidy is  
11 based on a local “payment standard” that reflects the cost of leasing a unit in  
12 the local housing market. If the rent is less than the payment standard, the  
13 family generally pays 30 percent of the adjusted monthly income for rent.  
14 (24 C.F.R. § 982.1, subd. (a)(3).)

15 19. Section 8 vouchers permit low-income Californians access to  
16 stable housing, decreasing the risk of homelessness. A study conducted by  
17 the National Low Income Housing Coalition found that in 2024, 77 percent  
18 of extremely low-income renter households struggle with severe cost  
19 burden, where more than 30 percent of their income is spent on housing.  
20 Additionally, extremely low-income renter households are more likely to be  
21 comprised of families with children, disabled, or senior members.

## 22 **FACTUAL ALLEGATIONS**

### 23 **A. Defendants Discriminated Against Plaintiff LaShelle Davis** 24 **Based on Her Source of Income.**

25 20. Ms. Davis is a person with a disability. Ms. Davis is the single  
26 parent of two minor children, both of whom reside with her.  
27  
28

1           21. Ms. Davis is, and at all times relevant herein was, a Section 8  
2 recipient. Without a Section 8 voucher, Ms. Davis is unable to afford safe  
3 and decent housing. Ms. Davis is low income.

4           22. Ms. Davis’s Section 8 voucher was, at all times relevant herein,  
5 a 2-bedroom voucher covering rent up to \$2,423 per month.

6           23. Defendant Anthony G. Mancuso is, and at all times relevant  
7 herein was, the owner and/or operator of the Bixby Knolls Luxury  
8 Apartments (“Bixby Knolls”).

9           24. Bixby Knolls consists of approximately 145 units, located at  
10 1240 E San Antonio Drive, Long Beach, California, 90807.

11           25. Defendant, R.W. Selby & Co., Inc. (“R.W. Selby”) are, and at  
12 all times relevant herein were, the property managers of Bixby Knolls.

13           26. In July 2023, Ms. Davis was looking for housing to rent. She  
14 was in search of a new unit to rent because of safety concerns in her prior  
15 housing, including concerns about crime, as well as unsanitary and indecent  
16 living conditions.

17           27. On July 5, 2023, Ms. Davis saw an advertisement on  
18 Apartments.com for a 2-bedroom unit in Bixby Knolls. The rent of the  
19 advertised unit was \$2,403 per month.

20           28. Ms. Davis’s babysitter lives in Bixby Knolls, so the idea of  
21 renting a unit in the complex was particularly appealing to Ms. Davis.

22           29. Ms. Davis submitted an application for the 2-bedroom unit  
23 advertised at Bixby Knolls on July 5, 2023.

24           30. Later that day, Ms. Davis scheduled a tour of the unit—Unit  
25 416—with R.W. Selby employee, Francisco “Paco” Hernandez. Ms. Davis  
26 finished the rental application for Unit 416 and gave Mr. Hernandez a \$100  
27 holding deposit to process her application.

28

1           31. After her scheduled tour of Unit 416, Ms. Davis emailed Bixby  
2 Knolls to clarify where to send her supporting income documentation.

3           32. On July 6, 2023, R.W. Selby assistant manager, Caitlin Collins,  
4 sent Ms. Davis employment and rental verification forms and confirm that  
5 her supporting documents could all be sent to the company email.

6           33. On July 6, 2023, Ms. Davis submitted her pay stubs, bank  
7 statements, and other required documents—including information related to  
8 her Section 8 voucher—to the R.W. Selby email.

9           34. Later that day, Mr. Hernandez called Ms. Davis to inform her  
10 that her rental application had been rejected because her income did not  
11 meet the Defendants' minimum income requirement of 2.5 times the overall  
12 rent.

13           35. Ms. Davis explained to Mr. Hernandez that Defendants' policy  
14 should not apply to her as a Section 8 recipient.

15           36. Ms. Davis explained to Mr. Hernandez that for Section 8  
16 voucher holders, income standards for rental housing must be based on the  
17 tenant's portion of the rent, not the total rent. Ms. Davis further explained  
18 that because her income was more than 2.5 times her share of the rent, she  
19 was income qualified to rent Unit 416.

20           37. Ms. Davis pulled up the California Civil Rights Department's  
21 website while on the phone with Mr. Hernandez gather information about  
22 source of income discrimination to share with him.

23           38. Mr. Hernandez ignored and rebuffed Ms. Davis's efforts to  
24 explain fair housing law to him. He insisted that the requirement that a  
25 tenant's income be 2.5 times the total rent applied to all applicants, including  
26 Section 8 applicants.

27           39. Defendants' discriminatory policies prevented Ms. Davis from  
28 being able to rent a unit at Bixby Knolls.

1                   **B. FHF Investigates Ms. Davis’s Complaint and Confirms**  
2                   **Defendants’ Discriminatory Policy.**

3                   40.    On July 6, 2023, Ms. Davis contacted the Fair Housing  
4                   Foundation (“FHF”) about Defendants’ rejection of her rental application for  
5                   failing to meet income requirements.

6                   41.    FHF is a non-profit agency that promotes, educates, and  
7                   counsels low-income individuals and families about fair housing.

8                   42.    FHF’s mission is to eliminate discrimination in housing and  
9                   promote equal access to housing choices for everyone.

10                  43.    FHF confirmed to Ms. Davis that as a Section 8 voucher holder  
11                  she is protected from source of income discrimination under local fair  
12                  housing laws, and on July 10, 2023, opened a fair housing case for her.

13                  44.    Sindy Guzman, a Fair Housing Specialist at FHF, conducted a  
14                  property search for Bixby Knolls, confirming Anthony Mancuso is the  
15                  owner. FHF also confirmed that Ms. Davis completed an application with  
16                  Defendants, which included her Section 8 housing voucher under the  
17                  description of income. Finally, FHF confirmed that Ms. Davis provided  
18                  Defendants proof of her income via pay stubs and bank statements, and that  
19                  Ms. Davis’s income was more than 2.5 times what her share of the rent  
20                  would have been at Bixby Knolls.

21                  45.    On July 11, 2023, FHF conducted a paired fair housing test at  
22                  Bixby Knolls.

23                  46.    Fair housing testing is an investigative technique using  
24                  impartial individuals as prospective tenants to expose evidence of housing  
25                  discrimination based on a protected status under federal or state civil rights  
26                  laws. The United States Supreme Court approved the process in a case called  
27                  *Havens Realty Corp. v. Coleman*, (1982) 455 U.S. 363.  
28



1           47. In the test conducted by FHF, Tester 1 identified as being  
2 married with a Section 8 voucher. Tester 1 spoke to R.W. Selby assistant  
3 manager, Caitlin Collins, via telephone. Ms. Collins explained that  
4 application materials for Bixby Knolls included an application, credit and  
5 background check, and a \$100 holding fee. Ms. Collins further stated that all  
6 applicants must have an income that is 2.5 times the total rent.

7           48. Tester 1 then informed Ms. Collins of her Section 8 voucher.  
8 Ms. Collins stated that she was unaware of the income requirements for  
9 Section 8 or the process to submit a voucher with the application. She  
10 informed Tester 1 to call back the next day to speak to Mr. Hernandez.

11           49. On July 12, 2023, Tester 1 spoke to Mr. Hernandez. Mr.  
12 Hernandez informed Tester 1 that Section 8 vouchers were accepted at  
13 Bixby Knolls, but that the requirement that tenants have an income of 2.5  
14 times the total rent applied to all applicants.

15           50. Tester 2 also identified as being married, but without a Section  
16 8 voucher. On July 13, 2023, Tester 2 spoke to an R.W. Selby employee  
17 named Kathleen via telephone. Plaintiffs are unaware of Kathleen's full  
18 name and official title at R.W. Selby. During Tester 2's telephone call with  
19 Kathleen, Kathleen confirmed Defendants' income standard of 2.5 times the  
20 total rent.

21           51. Because FHF's investigation substantiated Ms. Davis's claim  
22 that Defendants utilized discriminatory income standards, they diverted  
23 resources to engage with Defendants and ask that they voluntarily comply  
24 with the law.

25           52. FHF wrote a letter to R.W. Selby on January 29, 2024, setting  
26 forth both Ms. Davis's experience and the results of FHF's paired test. FHF  
27 requested that Defendants comply with the law prohibiting discrimination  
28 against Section 8 voucher holders voluntarily.

1           53. On February 6, 2024, attorney Randy Eisenberg responded to  
2 FHF on R.W. Selby’s behalf. Mr. Eisenberg claimed that Defendants’ online  
3 application software requires Section 8 vouchers to be identified as income  
4 and suggested that Ms. Davis did not complete one of the questions on her  
5 application correctly. However, Mr. Eisenberg also included an image of  
6 Ms. Davis’s application that clearly showed that Ms. Davis had identified  
7 herself as a Section 8 voucher holder. Mr. Eisenberg went on to characterize  
8 Defendants’ denial of Ms. Davis’s application as an “unfortunate  
9 misunderstanding.”

10           54. On February 13, 2024, FHF responded to Mr. Eisenberg’s  
11 characterization of Ms. Davis’s experience as an “unfortunate  
12 misunderstanding.” FHF explained that Ms. Davis provided Defendants’  
13 leasing staff with her Section 8 voucher, pay stubs, bank statements, and the  
14 \$100 holding deposit, in addition to the online application. FHF also noted  
15 that Defendants did not ask Ms. Davis to revise her application. FHF made it  
16 clear that they did not consider the matter resolved and sought to engage  
17 further with Defendants to resolve Ms. Davis’s complaint.

18           55. Neither Mr. Eisenberg nor R.W. Selby responded to FHF’s  
19 February 13, 2024, correspondence.

20           56. Upon information and belief, it was and continues to be  
21 Defendants’ policy and practice to utilize an income standard of 2.5 times  
22 the total rent, for all applicants, including Section 8 voucher holders.

23           57. Upon information and belief, Defendants’ employees and  
24 agents have not undergone fair housing training, including training on the  
25 fair housing rights of people who use Section 8 vouchers.

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1           **C. Injuries and Relief to Plaintiffs**

2           58. As a proximate result of Defendants’ discriminatory policies  
3 and practices as alleged herein, Ms. Davis was prevented from renting a unit  
4 at Bixby Knolls. This, in turn, caused Ms. Davis to experience loss of  
5 housing opportunity, difficulty, distress, frustration, inconvenience and  
6 embarrassment.

7           59. Additionally, Ms. Davis’s housing search was extended for an  
8 additional three months, causing her to incur additional rental application  
9 fees and to experience difficulty, distress, frustration, inconvenience and  
10 embarrassment. As Ms. Davis’s prior tenancy had already terminated, she  
11 and her minor children were also forced to pay for hotel rooms and to keep  
12 their belongings in storage as they continued to search for housing. Although  
13 Ms. Davis eventually found another unit to rent, it is more expensive than  
14 the unit she was prevented from renting at Bixby Knolls and is located in a  
15 less desirable and less convenient area than Bixby Knolls.

16           60. As a proximate result of Defendants’ discriminatory policies  
17 and practices as alleged herein, FHF was forced to expend a substantial  
18 number of hours throughout its investigation to determine whether  
19 discrimination based on source of income occurred at Bixby Knolls and to  
20 counteract that discrimination.

21           61. Defendants’ acts and omissions have undermined FHF’s  
22 education, counseling, training, and capacity-building programs and required  
23 FHF to divert its scarce resources away from those activities to designing,  
24 preparing and executing counteractive strategies specifically targeted toward  
25 addressing the impact of Defendants’ unlawful behavior.

26           62. The counteractive strategies undertaken by FHF included  
27 researching, investigating, and performing fair housing testing at Bixby  
28 Knolls, as described above, advertising and conducting a source of housing

1 workshop, and preparing and distributing fair housing literature and  
2 information. The literature and information prepared and distributed by FHF  
3 to counteract the unlawful conduct of Defendants included flyers on source  
4 of income discrimination and fair housing brochures. These items were sent  
5 to 138 tenants at Bixby Knolls.

6 63. Because of the measures FHF was forced to undertake to  
7 identify and counteract Defendants' discriminatory practices, it was forced  
8 to delay, suspend, or forgo other existing and planned programs, projects or  
9 opportunities, including (1) conducting trainings for landlords, tenants,  
10 nonprofit organizations and governments regarding fair housing; (2)  
11 expanding its outreach program; (3) developing media programs; (4) writing  
12 articles on fair housing, developments in fair housing, and FHF's services;  
13 (5) professional staff development; and (6) providing additional landlord-  
14 tenant and fair housing counseling.

15 64. Despite the impact on FHF's other programs and services, it  
16 nevertheless devoted resources to these counteractive measures because, if  
17 left unaddressed, Defendants' discriminatory policies would have a  
18 significant harmful effect on FHF's mission, its programs and activities, and  
19 the communities and the constituents it serves.

20 65. FHF will continue to divert its resources to engage in new and  
21 additional community outreach and public efforts to raise awareness of and  
22 counteract the discriminatory practices of Defendants against Section 8  
23 voucher holders in the City of Long Beach.

24  
25 **ENTITLEMENT TO INJUNCTIVE AND DECLARATORY RELIEF**

26 66. There now exists an actual controversy between the parties  
27 regarding Defendants' duties under state fair housing laws. Accordingly,  
28 Plaintiffs are entitled to declaratory relief.

1           67. The nature of Defendants’ discrimination constitutes an  
2 ongoing violation for which Plaintiffs have no plain, speedy, or adequate  
3 remedy at law. Unless the relief herein is granted, Plaintiffs will suffer  
4 irreparable harm.

5           68. Until Defendants’ unlawful practices are enjoined, Ms. Davis  
6 and other similarly situated persons will continue to be denied full and equal  
7 use and enjoyment of housing offered by Defendants to the general public  
8 and will suffer ongoing and irreparable injury.

9           69. Until remedied, Defendants’ unlawful, discriminatory actions  
10 will continue to injure FHF by, among other things:

- 11           a. interfering with FHF’s efforts and programs intended to bring  
12           about equal opportunity in housing;
- 13           b. requiring the commitment of FHF’s scarce resources, including  
14           substantial staff time and resources, to counteract Defendants’  
15           discriminatory conduct, thus diverting resources away from  
16           FHF’s usual programs and activities, such as education,  
17           outreach and counseling;
- 18           c. frustrating FHF’s mission and purpose of promoting the equal  
19           availability of housing to all persons without regard to any  
20           protected category, including source of income; and,
- 21           d. frustrating FHF’s mission and purpose of promoting integration  
22           and eliminating discrimination and segregation in the  
23           communities FHF serves.

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1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **Violation of the Fair Employment and Housing Act**

4 **Gov. Code, §§ 12927 and 12955, *et seq.***

5 **(By All Plaintiffs Against All Defendants)**

6 70. Plaintiffs re-plead the allegations contained in each of the  
7 foregoing paragraphs and incorporate them herein as if separately re-pled.

8 71. The California Fair Employment and Housing Act (“FEHA”),  
9 Government Code sections 12927 and 12955, *et seq.* prohibits  
10 discrimination in the rental of dwellings, and in other housing-related  
11 transactions based on a protected class, including source of income.

12 72. “Source of income” is defined as including “federal housing  
13 assistance vouchers issued under Section 8 of the United States Housing Act  
14 of 1937 (42 U.S.C. Sec. 1437f).” (Gov. Code, § 12927, subd. (i); Gov. Code,  
15 § 12955, subd. (p)(1).)

16 73. “‘Discrimination’ includes the refusal to sell, rent, or lease  
17 housing accommodations; includes refusal to negotiate for the sale, rental, or  
18 lease of housing accommodations; includes representation that a housing  
19 accommodation is not available for inspection, sale, or rental when that  
20 housing accommodation is in fact so available; includes any other denial or  
21 withholding of housing accommodations; includes the provision of inferior  
22 terms, conditions, privileges, facilities, or services in connection with  
23 housing accommodations...” (Gov. Code, § 12927, subd. (c)(1).)

24 74. The FEHA specifically provides that it is unlawful for the  
25 owner of any housing accommodation to discriminate against or harass any  
26 person because of their source of income or to make otherwise unavailable  
27 or deny a dwelling based on a person’s source of income. (Gov. Code §  
28 12955, subs. (a) and (k).)

1           75. When an individual has a government subsidy, the FEHA also  
2 specifically prohibits financial or income standards in assessing eligibility  
3 for the rental of housing that is not based on the portion of the rent to be paid  
4 by the tenant. (Gov. Code, § 12955, subd. (o)(1)(A).)

5           76. Each Plaintiff is a “person” within the meaning of Government  
6 Code § 12927 subdivision (f) and “an aggrieved person” within the meaning  
7 of Government Code section 12927, subdivision (g).

8           77. Defendants are “owners” of a “housing accommodation” as  
9 defined by the FEHA. (Gov. Code, § 12927, subds. (d) and (e).)

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

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

20           80. Defendants were aware of the probable consequences of their  
21 conduct and deliberately failed to avoid those consequences and/or are  
22 vicariously liable pursuant to Civil Code section 3294, subdivision (b).

23           81. As persons aggrieved by the Defendants’ violation of the  
24 FEHA, Plaintiffs are entitled to injunctive relief and damages, including  
25 punitive damages. (Gov. Code, § 12989.2.)

26           82. Wherefore, Plaintiffs pray for relief as set forth below.  
27  
28

**SECOND CAUSE OF ACTION**  
**Violation of the Unruh Civil Rights Act**  
**Civ. Code, § 51 *et seq.***

**(By Plaintiff LaShelle Davis Against All Defendants)**

83. Plaintiff LaShelle Davis re-pleads the allegations contained in each of the foregoing paragraphs and incorporates them herein as if separately re-pled.

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

85. The Unruh Act has been found to apply with “full force to the business of renting housing accommodations.” (*Marina Point, Ltd. v. Wolfson* (1982) 30 Cal.3d 721, 731 [640 P.2d 115, 120] (internal citations omitted).)

86. California courts have repeatedly recognized that the Unruh Act’s protections from arbitrary discrimination extend to protected classes not written on its face, including source of income. (See, e.g., *In re Cox* (1970) 3 Cal.3d 205, 212 [474 P.2d 992, 995] (“[B]oth [the Unruh Act’s] history and its language disclose a clear and large design to interdict *all* arbitrary discrimination by a business enterprise. That the act specifies particular kinds of discrimination . . . serves as illustrative, rather than restrictive, indicia of the type of conduct condemned) (emphasis added); *Tolliver v. JV Orion, LLC* (Super. Ct. L.A. County, 2024, 22VECV01383)



1 (holding Defendants violated the Unruh Act when they told Plaintiff there  
2 were no units available for those with a Section 8 housing voucher).)

3 87. Additionally, the FEHA’s prohibition of source of income  
4 discrimination explicitly extends to business establishments covered under  
5 the Unruh Act. (Cal. Gov. Code § 12955 subd. (d).) As a housing  
6 accommodation provider, Defendants’ business establishment is subject to  
7 the Unruh Act, therefore, Defendants cannot discriminate against an  
8 individual’s source of income.

9 88. Defendants are the owners and/or operators of a “business  
10 establishment” that provides rental housing accommodations, As such, they  
11 must comply with the provisions of the Unruh Act.

12 89. Ms. Davis is a “person” within the meaning of the Unruh Act.

13 90. In acting as alleged herein, the Defendants violated the Unruh  
14 Act by discriminating against Ms. Davis in the rental of housing  
15 accommodations based on her source of income, and specifically based on  
16 her status as a Section 8 voucher holder.

17 91. Defendants’ duties under the Unruh Act are mandatory and  
18 long-established. Defendants had knowledge of their duties at all times  
19 relevant herein; their failure to carry out said duties as alleged herein was a  
20 willful and knowing decision and choice, and/or the product of deliberate  
21 indifference, warranting treble damages.

22 92. Defendants were also provided actual notice of their duties  
23 pertaining to Ms. Davis as a Section 8 voucher holder. Despite this  
24 knowledge, Defendants failed and refused to take any steps to comply with  
25 those duties. Defendants’ failures in this regard constitute deliberate  
26 indifference, warranting treble damages.

27 93. Pursuant to the remedies, procedures, and rights set forth in Cal.  
28 Civ. Code § 52, Ms. Davis prays for judgment as set forth below.

1 **THIRD CAUSE OF ACTION**

2 **Violations of California’s Unfair Competition Law**

3 **Business and Professions Code § 17200, et seq.**

4 **(By All Plaintiffs Against All Defendants)**

5 94. Plaintiffs re-pleads the allegations contained in each of the  
6 foregoing paragraphs and incorporate them herein as if separately re-pled.

7 95. California’s Unfair Competition Law (“UCL”) makes  
8 actionable any “unlawful, unfair or fraudulent business act or practice.”  
9 (Bus. & Prof. Code, § 17200.) An unlawful business act or practice includes  
10 any “act or practice, committed pursuant to business activity, that is at the  
11 same time forbidden by law.” (*People ex rel. Harris v. Pac Anchor Transp.,*  
12 *Inc.* (2011) 195 Cal.App.4th 765, 773 [quoting *Bernardo v. Planned*  
13 *Parenthood Federation of Am.* (2004) 115 Cal.App.4th 322, 351-352].)

14 96. Defendants engaged in unfair or unlawful practices, including  
15 but not limited to, violation of the statutory provisions alleged herein, in  
16 violation of the UCL.

17 97. Each Plaintiff is a “person” as defined by the UCL. (Bus. &  
18 Prof Code, § 17201.)

19 98. Plaintiffs have “suffered injury in fact and [have] lost money or  
20 property as a result of [Defendants’] unfair competition” meeting the  
21 standing requirements of Section 17204 of the UCL. Ms. Davis has incurred,  
22 and continues to incur, costs in the form of additional housing application  
23 fees, storage fees, hotel costs and increased rental expenses. With respect to  
24 FHF, “[T]he UCL’s standing requirements are satisfied when an  
25 organization, in furtherance of a bona fide, preexisting mission, incurs costs  
26 to respond to perceived unfair competition that threatens that mission.”  
27 (*California Med. Assn. v. Aetna Health of California Inc.* (2023) 14 Cal. 5th  
28 1075, 1082 [532 P.3d 250, 255].) Accordingly, Plaintiffs are entitled to relief

1 according to proof pursuant to Business and Professions Code sections  
2 17204-17208.

3 99. This Court has the authority to enjoin Defendants' unfair  
4 business practices pursuant to Business and Professions Code section 17203.

5 100. Wherefore, Plaintiffs pray for relief as set forth below.

6  
7 **FOURTH CAUSE OF ACTION**

8 **Negligence**

9 **Civ. Code, § 1714**

10 **(By All Plaintiffs Against All Defendants)**

11  
12 101. Plaintiffs re-plead the allegations contained in each of the  
13 preceding paragraphs and incorporate them herein as if separately re-pled.

14 102. Defendants owed Plaintiffs a duty to operate its rental property  
15 in a manner that was free from unlawful discrimination and per industry  
16 standards of care. Defendants' violation of that duty was the result of  
17 negligence, including but not limited to:

- 18 a. The negligent failure to educate and train themselves and their  
19 agents and employees regarding the requirements of state fair  
20 housing laws;
- 21 b. The negligent failure to hire agents and employees who were  
22 familiar with the requirements of state fair housing laws;
- 23 c. The negligent failure to supervise their agents and employees  
24 regarding compliance with the requirements of state fair  
25 housing laws; and
- 26 d. The negligent failure to operate their property in conformity  
27 with accepted industry customs and standards.
- 28

1           103. As the direct and proximate result of the negligence of  
2 Defendants as set forth above, Ms. Davis suffered damages flowing from  
3 additional expense, time, emotional and physical distress, and inconvenience  
4 and FHF suffered damages flowing from the frustration of their mission and  
5 diversion of their scare resources.

6           104. Wherefore, Plaintiffs pray for relief as set forth below.

7  
8   **PRAYER FOR RELIEF**

9       **WHEREFORE**, Plaintiffs respectfully request that this Court:

- 10       1. Declare that Defendants’ policies, practices, acts and omissions as set  
11       forth above violate the FEHA, Unruh Act and UCL and/or declare that  
12       Defendants have acted negligently;
- 13       2. Issue an injunction pursuant to the FEHA, Unruh Act and UCL:
- 14           a. Enjoining Defendants from engaging in discriminatory housing  
15           practices, either directly or through others, including:
- 16                   i. Enjoining Defendants from withholding housing, or  
17                   otherwise making housing unavailable on the basis of  
18                   lawful source of income; and
- 19                   ii. Enjoining Defendants from refusing to rent to individuals  
20                   or households solely on the basis that they receive low-  
21                   income housing assistance through federal, state, or local  
22                   housing subsidies, including, but not limited to, federal  
23                   housing assistance vouchers issued under Section 8 of the  
24                   United States Housing Act of 1937 (42 U.S.C. § 1437f);
- 25       b. Ordering Defendants to take affirmative action to provide equal  
26       housing opportunities to all tenants and prospective tenants  
27       regardless of their source of income, including:
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- i. Ordering Defendants to adopt and implement a written Section 8 policy which complies with the requirements of the FEHA and applies to all properties they own, operate, or manage, including Bixby Knolls; and
  - ii. Ordering Defendants to submit themselves and their agents and employees to fair housing training, at their expense, including training on the housing rights of Section 8 voucher holders and the obligation to avoid discrimination based on source of income;
3. Award Plaintiff Davis general, compensatory, and statutory damages in the amount of 75,000;
  4. Award Plaintiff FHF general, compensatory, and statutory damages in the amount of 14,497.83;
  5. Award Plaintiffs punitive damages according to proof;
  6. Award Plaintiffs attorneys’ fees, litigation expenses, and costs of suit, as provided by law; and
  7. Award such other and further relief as the Court may deem just and proper.

Dated: September 11, 2024      **DISABILITY RIGHTS EDUCATION AND DEFENSE FUND**

By: *Michelle Uzeta*  
Michelle Uzeta  
Attorneys for Plaintiffs LaShelle Davis and Fair Housing Foundation

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**VERIFICATION**

I, LaShelle Davis, am one of the Plaintiffs in the above-entitled action. I have read the foregoing complaint and petition titled *Davis et al. v. Mancuso et al.* and know its contents. The facts stated in the complaint are true based on my own knowledge, except as to those matters stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 09/11/24

By:  \_\_\_\_\_  
LaShelle Davis (Sep 11, 2024 14:11 PDT)

LaShelle Davis

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**VERIFICATION**

I, Stella Verdeja, am the Executive Director of the Fair Housing Foundation, one of the Plaintiffs in the above-entitled action. I have read the foregoing complaint and petition titled *Davis et al. v. Mancuso et al.* and know its contents. The facts stated in the complaint are true based on my own knowledge, except as to those matters stated on information and belief, and as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: 09/11/24

By: *Stella Verdeja*  
Stella Verdeja  
Executive Director  
Fair Housing Foundation









# 2024.09.11 Davis\_FHF Complaint

Final Audit Report

2024-09-11

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