

1 DISABILITY RIGHTS EDUCATION &
2 DEFENSE FUND

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Fair Housing Foundation

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

13
14 **Fair Housing Foundation,**

15 Plaintiff,

16 v.

17 **H.F.H., LTD and Does 1-10**
18 **Inclusive,**

19 Defendants.

Case No.

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. California's Unfair
Competition Law, Bus. &
Prof. Code, § 17200, *et seq.*;
3. Negligence, Civ. Code, §
1714

Unlimited Civil Case

1 **INTRODUCTION**

2 1. This is an action for declaratory, injunctive, and monetary relief
3 against H.F.H., LTD (“HFH LTD”) and Does 1-10 (collectively
4 “Defendants”), for housing discrimination on the basis of source of income.

5 2. FHF Fair Housing Foundation (“FHF”) alleges that Defendants
6 have engaged in unlawful discrimination by deprioritizing the processing of
7 applications for prospective tenants with Section 8 vouchers, steering
8 prospective tenants with Section 8 vouchers to other housing, and providing
9 less favorable rental terms to prospective tenants with Section 8 vouchers. In
10 so doing, Defendants have prevented and deterred prospective tenants from
11 renting units at its properties.

12 3. Defendants’ discriminatory housing practices were reported to,
13 investigated by, and confirmed by FHF, causing it to divert its scarce
14 resources and frustrating its mission to actively support and promote fair
15 housing and housing choice.

16 4. FHF’s action is brought pursuant to California’s Fair
17 Employment and Housing Act (“FEHA”), California Government Code
18 sections 12927 and 12955, *et seq.*, and Unfair Competition Law, Business
19 and Professions Code section 17200, *et seq.* FHF also asserts a claim for
20 negligence, Civil Code section 1714.

21 5. Through this action, FHF seeks injunctive relief, actual and
22 punitive damages, reasonable attorney’s fees, and costs of suit.

23
24 **JURISDICTION AND VENUE**

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

1 servant, trustor, trustee, employer, employee, representative, franchiser,
2 franchisee, lessor, lessee, joint venturer, parent, subsidiary, affiliate, related
3 entity, partner, and/or associate, or such similar capacity, of each of the other
4 Defendants, and was at all times acting and performing, or failing to act or
5 perform, within the course and scope of such similar aforementioned
6 capacities, and with the authorization, consent, permission or ratification of
7 each of the other Defendants, and is personally responsible in some manner
8 for the acts and omissions of the other Defendants in proximately causing
9 the violations and damages complained of herein, and have participated,
10 directed, and have ostensibly and/or directly approved or ratified each of the
11 acts or omissions of each of the other Defendants, as herein described.

12 13 **BACKGROUND: SECTION 8**

14 14. The Section 8 Housing Choice Voucher program (“Section 8”)
15 is a national rental assistance program that helps approximately 300,000
16 Californians afford to remain housed through rental subsidies. Through the
17 program, the U.S. Department of Housing and Urban Development
18 (“HUD”) provides rent subsidies to private landlords renting to extremely
19 low and very low-income individuals and families, seniors, and persons with
20 disabilities. HUD also funds local housing authorities that administer the
21 Section 8 Voucher program within their geographic area. (24 C.F.R. §
22 982.1(a)(1) (2010).)

23 15. When a family is selected for the Section 8 program, or when a
24 participant family wants to move to another unit, the PHA issues a voucher
25 (“Section 8 voucher”) to the family. (24 C.F.R. § 982.302(a) (2010).)

26 16. A Section 8 voucher is defined as a document issued by a PHA
27 to a family selected for admission to the voucher program. This document
28 describes the program and the procedures for PHA approval of a unit

1 selected by the family. The voucher also states obligations of the family
2 under the program. (24 C.F.R. § 982.4(b) (2010).) A voucher has an initial
3 term of 60 days, and it may be extended. (24 C.F.R. § 982.303(a) and (b)
4 (2010).)

5 17. To receive assistance, a family selects a suitable unit. If the
6 family finds a unit, and the owner is willing to lease the unit under the
7 program, the family may request PHA approval of the tenancy. The family
8 must submit to the PHA a request for approval of the tenancy and a copy of
9 the lease. The request must be submitted during the term of the voucher. (24
10 C.F.R. § 982.302(b) and (c) (2010).)

11 18. Section 8 recipients are free to choose any housing that meets
12 the requirements of the program, including single-family homes, townhomes
13 and apartments, and are not limited to units located in subsidized housing
14 projects.

15 19. After approving the tenancy, the PHA enters into a Housing
16 Assistance Payment (“HAP”) contract to make rental subsidy payments to
17 the owner to subsidize occupancy by the family. The HAP contract only
18 covers a single unit and a specific assisted family. If the family moves out of
19 the leased unit, the contract with the owner terminates. The family may
20 move to another unit with continued assistance so long as the family is
21 complying with program requirements. (24 C.F.R. § 982.1(b)(2) (2010).)

22 20. Housing assistance payments are paid to the owner in
23 accordance with the terms of the HAP contract. Housing assistance
24 payments may only be paid to the owner during the lease term, and while the
25 family is residing in the unit. Housing assistance payments terminate when
26 the lease is terminated by the owner in accordance with the lease. (24 C.F.R.
27 § 982.311(a) (b) (2010).)

28

1 26. On or around the end of April – beginning of May 2022,
2 prospective tenant A.P. filed an online application to rent a 2-bedroom unit
3 at Park Montair for herself and her two children.

4 27. After A.P. disclosed to the property manager at Park Montair
5 that she uses a Section 8 voucher, the property manager’s demeanor
6 immediately changed. The property manager advised A.P. that her rental
7 application would take “a month or so” to process because she is a Section 8
8 holder. The property manager also advised A.P. that because she is a
9 Section 8 holder, she would have to go through Defendants’ corporate office
10 to complete a rental application. The property manager also warned A.P. that
11 the corporate office “did not prioritize” Section 8 paperwork.

12 28. A.P. followed up her rental application with a May 5, 2022,
13 email to Eric Kang, Director of Multifamily Leasing and Marketing at HFH
14 LTD. In the email A.P. wrote, in relevant part, “I recently filled out the
15 online application for a 2 bed/ 2 bath unit. The availability of that unit is
16 5/16. I am in the section 8 program and was told to contact you regarding the
17 completion of my application and section 8 packet. Attached is the landlord
18 form in which would need to be filled out so that [I] can submit it back to
19 section 8 so they can schedule an inspection of the unit.”

20 29. On May 6, 2022, Kang responded in writing, “The property
21 manager informed me that this unit has been rented out.”

22 30. Within minutes A.P. responded “[I]’m still interested in renting
23 another unit from the property. So it would be great [i]f you could still
24 register with section 8 that way when another unit comes available the
25 process won't be time consuming...thank you.”

26 31. Later that afternoon, Kang wrote:

27
28 “Frankly, you are better off going after properties/units that are
 already registered for section 8.

1 As I mentioned earlier, completing a section 8 application is not going
2 to be our top priority so it will take some time on our end.

3
4 Also in the past, we've completed the application and section 8 came
5 back saying we have to lower our market rent for the unit to be
6 considered for the program so we opted out.

7 Here is a good article for you regarding section 8:
8 <https://legalbeagle.com/13656472-can-i-refuse-section-8-renters-in-california.html>"

9 (emphasis in original).

10
11 32. Kang's response, and the comments by the property manager
12 that preceded them, deterred A.P. from further pursuing housing at Park
13 Montair.

14
15 **B. FHF Investigates A.P.'s Complaint, Confirms Defendants'**
16 **Violations of Fair Housing Law, and Attempts to Conciliate A.P.'s**
17 **Fair Housing Claims**

18 33. On or about August 5, 2022, "A.P.," filed a complaint with
19 FHF regarding her experience trying to rent a unit at Park Montair.

20 34. Sindy Guzman, a HUD-certified case analyst employed by
21 FHF, was assigned to A.P.'s complaint.

22 35. Guzman provided fair housing counseling to A.P. She informed
23 and educated A.P. as to her rights under fair housing law, including the right
24 to be free from source of income discrimination based on the receipt of
25 Section 8 assistance.

26 36. Guzman also opened a case for A.P. to further investigate the
27 rental practices at Park Montair and other properties owned or operated by
28 the owners/operators of Park Montair.

1 37. On or about August 8, 2022, Guzman conducted a property
2 records search for Park Montair. The search revealed/confirmed that the
3 property was owned and/or operated by Defendants.

4 38. FHF then proceeded to plan and execute a fair housing test at
5 Park Montair for source of income discrimination. Fair housing testing is a
6 controlled procedure to determine differential treatment in the quality,
7 content and quantity of information and services given to home seekers by
8 landlords, real estate agents and lenders. It is a means to uncover housing
9 discrimination based on protected characteristics and was approved by the
10 U.S. Supreme Court in 1982, in a case called *Havens Realty Corp. v.*
11 *Coleman* (1982) 455 U.S. 363.

12 39. On or about August 9, 2022, FHF conducted a telephone test of
13 Park Montair to test for source of income discrimination. A tester posing as
14 a rental applicant called Park Montair and spoke to an individual who
15 identified herself as “Ziona.” The tester identified herself as a Section 8
16 voucher holder seeking to rent a 2-bedroom unit at Park Montair. Ziona
17 informed the tester that the building was not “registered” with the Section 8
18 voucher program and that it could take several months after receiving an
19 application for the registration process to be completed. Ziona further stated
20 that despite the length of the registration process for Section 8, rental units at
21 Park Montair could only be held for two weeks.

22 40. Based on the fair housing test conducted, FHF found A.P.’s
23 allegations of discrimination to be substantiated. FHF also concluded that
24 Defendants had a policy and practice of engaging in discrimination against
25 prospective tenants who use Section 8. Defendants were falsely conveying to
26 prospective tenants that their building had to be “registered” for the Section
27 8 program for individuals with Section 8 to be accepted as tenants, and
28 deterred applications from Section 8 recipients by telling them that

1 registration for Section 8 would take months, and that units at the property
2 could only be held for two weeks.

3 41. On or about March 3, 2023, Guzman sent a letter to
4 Defendants, seeking to conciliate A.P.'s fair housing claims.

5 42. On or about March 6, 2024, Kang responded to Guzman's letter
6 via email. Kang stated in relevant part, "Our building is not registered with
7 Section 8 – This is a fact (Are we not able to say we aren't registered?)
8 Section 8 registration process can take weeks & months – This is true as
9 there are more parties involved in the process."

10 43. On or about March 7, 2024, Guzman responded to Kang,
11 explaining that his communications to A.P. were inaccurate, deterred
12 Section 8 holders from submitting applications, and violated fair housing
13 law. Guzman again invited Kang to contact her to discuss and resolve
14 A.P.'s fair housing claims. Kang did not respond to this correspondence.

15 44. Upon information and belief, it was and is Defendants' policy
16 and practice to prevent and deter individuals with Section 8 vouchers from
17 renting units at their properties by deprioritizing and/or refusing to timely
18 complete Section 8 paperwork.

19 45. Upon information and belief, it was and is Defendants' policy
20 and practice to deter individuals with Section 8 vouchers from applying for
21 tenancy in their properties by telling them, among other things, that they do
22 not prioritize Section 8 paperwork, that the application process will take
23 months for Section 8 voucher holders, and that the units at Defendants'
24 properties can only be held for two weeks. Such statements have the effect
25 of encouraging potential applicants with Section 8 vouchers to forgo
26 applying, abandon their applications, or seek available housing elsewhere.

27 46. Upon information and belief, it was and is Defendants' policy
28 and practice to steer individuals with Section 8 vouchers away from their

1 properties by advising them, among other things, that Defendants’ buildings
2 are not “registered” as a Section 8 buildings, and that the Section 8 holders
3 would be better off applying for tenancy at buildings that are already
4 registered for Section 8.

5
6 **C. FHF Conducts Fair Housing Testing of Defendants’ Other**
7 **Property, Further Confirming Their Discriminatory Policies and**
8 **Practices**

9 47. In response to Defendants’ failure and refusal to engage with
10 FHF to resolve A.P.’s claims and address their discriminatory policies and
11 procedures, FHF undertook a number of unilateral steps to counteract
12 Defendants’ discrimination.

13 48. First, Guzman searched for other properties owned or operated
14 by Defendants to test for source of income discrimination. Through her
15 search Guzman identified the Florentine Apartments (“Florentine”).
16 Florentine is a multifamily residential rental property consisting of
17 approximately 48 units and located at 9070 Florence Avenue, in the City of
18 Downey, California. Defendants are, and at all times relevant herein were,
19 the owners and/or managing agents of Florentine.

20 49. In early May 2023, a tester posing as a rental applicant
21 submitted a message to Defendants via an online contact form located on
22 Florentine’s website, <https://www.florentineapts.com/contact-us>.

23 50. The tester subsequently corresponded with a woman identifying
24 herself as “Adriana Ascencio.” On information and belief, at all times
25 relevant herein Adriana was an employee of Defendants and the property
26 manager at Florentine.

27 51. The tester and Adriana exchanged written correspondence
28 about a 2-bedroom unit at Florentine that was available on June 1, 2023.

1 Adriana told the tester that the rental requirements for that unit included “2.5
2 times the rent in income, good credit and a minimum of 6 months of current
3 job history.”

4 52. The tester informed Adriana that she was Section 8 voucher
5 holder and asked her whether the income requirement of 2.5 times the rent
6 was based on a tenant’s portion of the rent, after the Section 8 voucher had
7 been applied.

8 53. Adriana told the tester that Florentine did work with Section 8
9 vouchers but noted that all applicants - including Section 8 prospects - go
10 through the same screening process. Adriana also told the tester that once a
11 Section 8 applicant is approved, the Florentine has to submit an application
12 to the housing department and go through an inspection, a “registration,” and
13 a qualification process, which “might take a few months.” Finally, Adriana
14 stated that a FICO score of 680 or above was required.

15 54. Upon information and belief, in addition to the unlawful
16 policies and practices described in paragraphs 44-46 above, it was and is
17 Defendants’ policy and practice to utilize an income requirement of 2.5
18 times the rent for all applicants for tenancy, when the income requirement
19 for a Section 8 holder is supposed to be based on their share of the rent (after
20 consideration of the Section 8 payment) only.

21 22 **D. FHF’s Injuries**

23 55. Defendants have harmed FHF by frustrating its mission of
24 increasing fair and equal access to housing, by frustrating its mission to
25 eliminate segregation in the communities it serves, and by harming the
26 communities it serves.

27 56. Defendants have also harmed FHF by requiring FHF to expend
28 substantial time and resources investigating, identifying and counteracting

1 Defendants' unlawful conduct. Defendants' acts and omissions have
2 undermined FHF's education, counseling, training, and capacity-building
3 programs and required FHF to divert its scarce resources away from those
4 activities to designing, preparing and executing counteractive strategies
5 specifically targeted toward addressing the impact of Defendants' unlawful
6 behavior.

7 57. The counteractive strategies undertaken by FHF included
8 researching, conducting investigations and performing fair housing testing at
9 Park Montair and Florentine, as described above, as well as preparing and
10 distributing fair housing literature and information. The literature and
11 information prepared and distributed by FHF to counteract the unlawful
12 conduct of Defendants included flyers on source of income discrimination
13 and fair housing brochures. These items were sent to hundreds of tenants at
14 Park Montair, Florentine, and a third property FHF identified as being
15 owned and/or operated by Defendants at 7841 Stewart and Gray Road in the
16 City of Downey, California.

17 58. Because of the measures FHF was forced to undertake to
18 identify and counteract Defendants' discriminatory practices, it was forced
19 to delay, suspend, or forgo other existing and planned programs, projects or
20 opportunities, including (1) conducting trainings for landlords, tenants,
21 nonprofit organizations and governments regarding fair housing; (2)
22 expanding its outreach program; (3) developing media programs; (4) writing
23 articles on fair housing, developments in fair housing, and FHF's services;
24 (5) professional staff development; and (6) providing additional landlord-
25 tenant and fair housing counseling.

26 59. Despite the impact on FHF's other programs and services, it
27 nevertheless devoted resources to these counteractive measures because, if
28 left unaddressed, Defendants' discriminatory policies would have a

1 significant harmful effect on FHF’s mission, its programs and activities, and
2 the communities and the constituents it serves.

3 60. FHF will continue to divert its resources to engage in new and
4 additional community outreach and public efforts to raise awareness of and
5 counteract the discriminatory practices of Defendants against Section 8
6 voucher holders in Los Angeles County.

7
8 **ENTITLEMENT TO DECLARATORY AND INJUNCTIVE RELIEF**

9 61. 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.

24 62. There now exists an actual controversy between the parties
25 regarding Defendants’ duties under state fair housing laws. Accordingly,
26 FHF is entitled to declaratory relief.

27 63. Unless enjoined, Defendants will continue to engage in the
28 unlawful acts and the discrimination described above. FHF has no adequate

1 remedy at law. FHF is now suffering and will continue to suffer irreparable
2 injury from Defendants’ acts and the impact those acts have on the
3 communities FHF serves. Accordingly, FHF is entitled to injunctive relief.
4

5 **CAUSES OF ACTION**

6 **First Cause of Action**

7 **Fair Employment and Housing Act**

8 **(Gov. Code, §§ 12927 and 12955, *et seq.*)**

9 64. FHF re-pleads the allegations contained in each of the
10 foregoing paragraphs and incorporates them herein as if separately re-pled.

11 65. The California Fair Employment and Housing Act (“FEHA”),
12 Government Code sections 12927 and 12955, *et seq.* prohibits
13 discrimination in the sale, rental, and financing of dwellings, and in other
14 housing-related transactions, based on a number of protected characteristics,
15 including source of income.

16 66. “Source of income,” for purposes of the FEHA, is defined as
17 including “federal housing assistance vouchers issued under Section 8 of the
18 United States Housing Act of 1937 (42 U.S.C. Sec. 1437f).” (Gov. Code, §
19 12927, subd. (i); Gov. Code, section § 12955, subd. (p)(1).)

20 67. “Discrimination” for purposes of the FEHA includes a refusal
21 to sell, rent, or lease housing accommodations; the refusal to negotiate for
22 the sale, rental, or lease of housing accommodations; the representation that
23 a housing accommodation is not available for inspection, sale, or rental
24 when that housing accommodation is in fact so available; any other denial or
25 withholding of housing accommodations; and the provision of inferior
26 terms, conditions, privileges, facilities, or services in connection with
27 housing accommodations. (Gov. Code, § 12927, subd. (c)(1).)
28

1 68. The FEHA specifically provides that it is unlawful for the
2 owner of any housing accommodation to discriminate against or harass any
3 person because of their source of income or to otherwise make unavailable
4 or deny a dwelling based on an individual’s source of income. (Gov. Code §
5 12955, subd, (a) and (k).)

6 69. The FEHA also specifically provides that—in instances where
7 there is a government rent subsidy—it is unlawful to use a financial or
8 income standard in assessing eligibility for the rental of housing that is not
9 based on the portion of the rent to be paid by the tenant. (Gov. Code, §
10 12955, subd. (o).)

11 70. Defendants are “owners” of “housing accommodations” as
12 defined by the FEHA. (Gov. Code, § 12927, subd. (d) and (e).)

13 71. As alleged herein, Defendants have violated the FEHA by
14 engaging in acts and omissions that prevent and deter Section 8 voucher
15 holders from renting at their properties; by steering Section 8 voucher
16 holders away from their properties; and by utilizing unlawful income
17 standards.

18 72. FHF is a “person” within the meaning of Government Code
19 section 12927(f) and an “aggrieved person” within the meaning of the
20 FEHA. (Gov. Code, § 12927, subd. (g).) As a direct result of Defendants’
21 discriminatory housing practices, FHF suffered injury, diverting its scarce
22 resources and staff time to identify and counteract Defendants’ unlawful
23 practices by, among other things, investigating Defendants’ discriminatory
24 housing practices and conducting outreach and community education
25 regarding discrimination against Section 8 voucher holders. Defendants’
26 discriminatory actions (1) perceptibly frustrated and impaired FHF’s mission
27 of promoting equal housing opportunity by requiring it to devote resources
28 to programs and activities to counteract defendants’ discriminatory housing

1 practices; and (2) forced FHF to divert its scarce resources away from other
2 programs and activities it could have undertaken such as counseling,
3 education, and training programs, and instead invest resources to identify
4 and counteract Defendants' discriminatory housing practices.

5 73. As owners of housing accommodations and persons/entities that
6 are in the business of renting housing accommodations, Defendants knew, or
7 should have known that discriminating against potential tenants based on
8 source of income – and specifically receipt of Section 8 benefits - is illegal
9 under the FEHA.

10 74. The unlawful acts, omissions, policies and practices of
11 Defendants as described herein were and are wanton, willful, malicious,
12 fraudulent, or oppressive; were intended to cause injury to FHF; and/or were
13 done in conscious, callous, reckless, or blatant disregard for the rights of
14 FHF.

15 75. Defendants were aware of the probable consequences of their
16 conduct and deliberately failed to avoid those consequences and/or are
17 vicariously liable pursuant to Civil Code section 3294(b).

18 76. As a person aggrieved by the Defendants' violation of the
19 FEHA, Plaintiff is entitled to injunctive relief and damages, including
20 punitive damages. (Gov. Code, § 12989.2.)

21 77. Wherefore, FHF prays for relief as set forth below.
22

23 **Second Cause of Action**
24 **Unlawful Business Practices**
25 **(Bus. & Prof. Code, § 17200, et seq.)**

26 78. FHF re-pleads the allegations contained in each of the
27 foregoing paragraphs and incorporates them herein as if separately re-pled.
28

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

9
10 80. Defendants engaged in unfair or unlawful practices, including
11 but not limited to, violation of the statutory provisions alleged herein, in
12 violation of the UCL.

13 81. FHF is a “person” as defined by the UCL. (Bus. & Prof Code, §
14 17201.)

15 82. FHF has “suffered injury in fact and has lost money or property
16 as a result of [Defendants’] unfair competition” meeting the standing
17 requirements of Section 17204 of the UCL. “[T]he UCL's standing
18 requirements are satisfied when an organization, in furtherance of a bona
19 fide, preexisting mission, incurs costs to respond to perceived unfair
20 competition that threatens that mission.” (*California Med. Assn. v. Aetna*
21 *Health of California Inc.* (2023) 14 Cal. 5th 1075, 1082, 532 P.3d 250, 255.)
22 Accordingly, FHF is entitled relief according to proof pursuant to Business
23 and Professions Code sections 17204-17208.

24 83. This Court has the authority to enjoin Defendants’ unfair
25 business practices pursuant to Business and Professions Code section 17203.

26 84. Wherefore, FHF prays for relief as set forth below.
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1 **Third Cause of Action**

2 **Negligence (as an alternate/additional theory of liability)**

3 **(Civ. Code, § 1714)**

4 85. FHF re-pleads the allegations contained in each of the
5 preceding paragraphs and incorporates them herein as if separately re-pled.

6 86. Defendants owed FHF a duty to operate its rental properties in a
7 manner that was free from unlawful discrimination and in accordance with
8 the standards of care for the industry. Defendants violated that duty.
9 Defendants' violation of that duty was the result of negligence, including but
10 not limited to:

- 11 a. The negligent failure to educate and train themselves and their
12 agents and employees regarding the requirements of state fair
13 housing laws;
- 14 b. The negligent failure to hire agents and employees who were
15 familiar with the requirements of state fair housing laws;
- 16 c. The negligent failure to supervise their agents and employees
17 regarding compliance with the requirements of state fair
18 housing laws; and
- 19 d. The negligent failure to operate their properties in conformity
20 with accepted industry custom and standards.

21 87. As the direct and proximate result of the negligence of
22 Defendants as set forth above, FHF suffered damages flowing from the
23 frustration of their mission and diversion of their scare resources.

24 88. Wherefore, Plaintiff prays for relief as set forth below.
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1 **PRAYER FOR RELIEF**

2 WHEREFORE, FHF respectfully requests that this Court:

- 3 1. Declare that Defendants’ policies, practices, acts and omissions as set
4 forth above violate the FEHA and the UCL;
- 5 2. Issue an injunction pursuant to the FEHA and the UCL:
- 6 a. Enjoining Defendants from engaging in discriminatory housing
7 practices, either directly or through others, including:
- 8 i. Enjoining Defendants from withholding housing, or
9 otherwise making housing unavailable on the basis of
10 lawful source of income; and
- 11 ii. Enjoining Defendants from refusing to rent to individuals
12 or households solely on the basis that they receive low-
13 income housing assistance through federal, state, or local
14 housing subsidies, including, but not limited to, federal
15 housing assistance vouchers issued under Section 8 of the
16 United States Housing Act of 1937 (42 U.S.C. § 1437f);
- 17 b. Ordering Defendants to take appropriate affirmative actions to
18 ensure that the activities complained of in this Complaint are
19 not engaged in by them again, including:
- 20 i. Ordering Defendants to adopt and implement objective,
21 uniform, nondiscriminatory standards in the operation
22 and management of properties they own and operate,
23 including the rental properties specified in this
24 Complaint;
- 25 ii. Ordering Defendants to submit themselves, and their
26 employees and agents to fair housing training, at their
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expense, including training on the housing rights of
Section 8 recipients;

- 3. Award FHF general, compensatory, and statutory damages in the amount of \$11,330.02;
- 4. Award FHF punitive damages according to proof;
- 5. Award FHF 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.

Dated: March 8, 2024

DISABILITY RIGHTS EDUCATION AND
DEFENSE FUND

By: 
Michelle Uzeta
Ayesha Lewis
Attorneys for FHF

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VERIFICATION

I am the Executive Director of the Fair Housing Foundation, the Plaintiff in the above-entitled action. I have read the foregoing complaint and petition titled *Fair Housing Foundation v. H.F.H., LTD*, 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: 03/12/2024

By: *Stella Verdeja*

Stella Verdeja, Executive Director
Fair Housing Foundation

FHF Complaint FINAL 03.08.2024

Final Audit Report

2024-03-12

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