

1 DISABILITY RIGHTS EDUCATION  
& DEFENSE FUND

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8 SUPERIOR COURT OF CALIFORNIA  
9 COUNTY OF LOS ANGELES

10 Angel Frenes,

11 Plaintiff,

12 v.

13  
14 Beverly Hills Properties, LLC; 5403  
15 Blackwelder LLC; 732 Slab LLC;  
16 Jonathan Tsai dba Red Apple Real  
17 Estate; 14 For Rent, LLC; Jerome J Nash,  
18 in their capacity as the trustee of the  
19 Jerome J Nash Trust; Rita Hand, in their  
20 capacity as the trustee of the Hand  
21 Michael D and Rita Trs; NMK 1000 S  
22 Wooster Street LLC; Eric Wang, in their  
23 capacity as the co-trustee of the E Y  
24 Wang and Y Z Ding Trust; Pintl 1625  
25 Butler LLC; 1887 Greenfield Ave No  
26 206 LLC; Fortune Company LLC;  
27 Mercury A&E LLC; Saturn E&E LLC;  
28 Chen Dezheng and Ziyu Dezheng; Yang  
Man Kook, in their capacity as the co-  
trustee of the Yang Family Trust; Empire  
Plaza Company LLC; Dromy  
International Investment Corporation;  
Royal Group Management LLC; Seewai  
Chan Wong and Melanie Wu Chan  
Wong; 1811 Investment Company LLC;  
Kaveri Prasad; Blackburn Luxury Homes

Case No.:

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

1. Fair Employment and Housing Act, Cal. Gov't Code § 12955 subdvs. (a), (d), (g) and (k);
2. Fair Employment and Housing Act, Cal. Gov't Code § 12955 subd. (c);
3. Unruh Civil Rights Act, Cal. Civ. Code § 51 *et seq.*;
4. California's Unfair Competition Law, Bus. & Prof. Code, § 17200, *et seq.*;
5. Los Angeles Municipal Code, Chapter IV, Article 5.6.1;
6. Negligence, Cal. Civil Code §1714.

UNLIMITED CIVIL CASE

Amount Demanded Exceeds \$10,000

1 LLC; Christian A Mastor, in their  
2 capacity as the trustee of the Mastor  
3 Christian A Tr; NMK 6617 Orange Street  
4 LLC; Accuratime Corporation Defined  
5 Benefit Pension Plan and Trust; MD  
6 Realty Inc.; Merton Investment Group  
7 LTD; and DOES 1-10, inclusive,

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Defendants.

Plaintiff Angel Frenes complains of Defendants Beverly Hills Properties, LLC;  
Blackwelder LLC; 732 Slab LLC; Jonathan Tsai dba Red Apple Real Estate; 14 For  
Rent, LLC; Jerome J Nash, in their capacity as the trustee of the Jerome J Nash Trust;  
Rita Hand, in their capacity as the trustee of the Hand Michael D and Rita Trust; NMK  
1000 S Wooster Street LLC; Eric Wang, in their capacity as the co-trustee of the E Y  
Wang and Y Z Ding Trust; Pintl 1625 Butler LLC; 1887 Greenfield Ave No 206 LLC;  
Fortune Company LLC; Mercury A&E LLC; Saturn E&E LLC; Chen Dezheng and Ziyu  
Dezheng; Yang Man Kook, in their capacity as the co-trustee of the Yang Family Trust;  
Empire Plaza Company LLC; Dromy International Investment Corporation; Royal Group  
Management LLC; Seewai Chan Wong and Melanie Wu Chan Wong; 1811 Investment  
Company LLC; Kaveri Prasad; Blackburn Luxury Homes LLC; Christian A Mastor, in  
their capacity as the trustee of the Mastor Christian A Trust; and NMK 6617 Orange  
Street LLC; Accuratime Corporation Defined Benefit Pension Plan and Trust; MD Realty  
Inc.; Merton Investment Group LTD; and DOES 1-10, inclusive (collectively,  
“Defendants”), and alleges as follows:

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**INTRODUCTION**

1. Plaintiff Angel Frenes (“Plaintiff”) brings this action against Defendants to challenge their policies and practices of unlawfully discriminating against individuals in the rental or lease of housing accommodations based on lawful source of income.

2. During the last four months of 2024, each of the defendant housing providers discriminated against Plaintiff based on his receipt of Section 8 Housing Choice Voucher rental assistance (“Section 8”). Defendants denied Plaintiff rental housing opportunities based on his status as a Section 8 recipient and made discriminatory statements disfavoring Section 8 recipients that prevented and deterred Plaintiff from seeking or obtaining housing. Defendants’ actions violate State laws prohibiting source of income discrimination and the Municipal Code of the City of Los Angeles. Defendants’ actions also constitute unfair business practices.

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

**JURISDICTION AND VENUE**

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

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

6. Venue is proper under Code of Civil Procedure §395 because Plaintiff’s injuries occurred in Los Angeles County, California, and involve properties located in Los Angeles County.

1 **PARTIES**

2 7. Plaintiff Angel Frenes is an individual and resident of Los Angeles  
3 County. At all times relevant herein Plaintiff has been a resident of the State of California  
4 and a recipient of Section 8.

5 8. Defendant Beverly Hills Properties, LLC is, and at all times relevant  
6 herein was, a limited liability company incorporated under the laws of State of California  
7 with a primary business address in Los Angeles County.

8 9. Defendant 5403 Blackwelder LLC is, and at all times relevant herein was,  
9 a limited liability company incorporated under the laws of State of California with a  
10 primary business address in Los Angeles County.

11 10. Defendant 732 Slab LLC is, and at all times relevant herein was, a limited  
12 liability company incorporated under the laws of State of California with a primary  
13 business address in Los Angeles County.

14 11. Defendant Jonathan Tsai is an individual doing business as Red Apple  
15 Real Estate, with a primary business address in Los Angeles County.

16 12. Defendant 14 For Rent, LLC is, and at all times relevant herein was, a  
17 limited liability company incorporated under the laws of State of California with a  
18 primary business address in Los Angeles County.

19 13. Defendant Jerome J. Nash is an individual residing in Los Angeles County  
20 and the trustee of the Jerome J Nash Trust.

21 14. Defendant Rita Hand is an individual residing in Los Angeles County and  
22 the trustee of the Hand Michael D and Rita Trust.

23 15. Defendant NMK 1000 S Wooster Street LLC is, and at all times relevant  
24 herein was, a limited liability company incorporated under the laws of State of California  
25 with a primary business address in Los Angeles County.

26 16. Defendant Eric Wang is an individual residing in Los Angeles County and  
27 the trustee of the E Y Wang and Y Z Ding Trust.

28 17. Defendant Pintl 1625 Butler LLC is, and at all times relevant herein was, a

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

3 18. Defendant 1887 Greenfield Ave No 206 LLC is, and at all times relevant  
4 herein was, a limited liability company incorporated under the laws of State of California  
5 with a primary business address in Los Angeles County.

6 19. Defendant Fortune Company LLC is, and at all times relevant herein was,  
7 a limited liability company incorporated under the laws of State of California with a  
8 primary business address in Los Angeles County.

9 20. Defendant Mercury A&E LLC is, and at all times relevant herein was, a  
10 limited liability company incorporated under the laws of State of California with a  
11 primary business address in Los Angeles County.

12 21. Defendant Saturn E&E LLC is, and at all times relevant herein was, a  
13 limited liability company incorporated under the laws of State of California with a  
14 primary business address in Los Angeles County.

15 22. Defendants Chen Dezheng and Ziyu Dezheng are individuals doing  
16 business in the State of California with a primary business address in Los Angeles  
17 County.

18 23. Defendant Yang Man Kook is an individual residing in Los Angeles  
19 County and the trustee of the Yang Family Trust.

20 24. Defendant Empire Plaza Company LLC is, and at all times relevant herein  
21 was, a limited liability company incorporated under the laws of State of California with a  
22 primary business address in Los Angeles County.

23 25. Defendant Dromy International Investment Corporation is a corporation  
24 incorporated in the State of California with a primary business address in Los Angeles  
25 County.

26 26. Defendant Royal Group Management LLC is, and at all times relevant  
27 herein was, a limited liability company incorporated under the laws of State of California  
28 with a primary business address in Los Angeles County.

1           27. Defendants Seewai Chan Wong and Melanie Wu Chan Wong are  
2 individuals doing business in the State of California with a primary business address in  
3 Los Angeles County.

4           28. Defendant 1811 Investment Company LLC is, and at all times relevant  
5 herein was, a limited liability company incorporated under the laws of State of California  
6 with a primary business address in Los Angeles County.

7           29. Defendant Kaveri Prasad is an individual doing business in the State of  
8 California with a primary business address in Los Angeles County.

9           30. Defendant Blackburn Luxury Homes LLC is, and all times relevant herein  
10 was, a limited liability company incorporated under the laws of the State of California  
11 with a primary business address in Los Angeles County.

12           31. Defendant Christian A Mastor is an individual residing in Los Angeles  
13 County and the trustee of the Mastor Christian A Trust.

14           32. Defendant NMK 6617 Orange Street LLC is, and at all times relevant  
15 herein was, a limited liability company incorporated under the laws of State of California  
16 with a primary business address in Los Angeles County.

17           33. Defendant Accuratime Corporation Defined Benefit Pension Plan and  
18 Trust is, and at all times relevant herein was, a corporation incorporated under the laws of  
19 State of California with a primary business address in Los Angeles County.

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

23           35. Defendant Merton Investment Group LTD is, and at all times relevant  
24 herein was, a limited company incorporated under the laws of State of California with a  
25 primary business address in Los Angeles County.

26           36. Plaintiff is currently unaware of the true identities of Does 1-10, inclusive,  
27 and will seek leave to amend his complaint when their true names, capacities,  
28 connections, and responsibilities are ascertained.



1 the procedures for PHA approval of a unit selected by the family. The voucher also states  
2 obligations of the family under the program.<sup>3</sup> A voucher has an initial term of 60 days,  
3 and it may be extended.<sup>4</sup>

4 41. To receive assistance, a family selects a suitable unit. If the family finds a  
5 unit, and the owner is willing to lease the unit under the program, the family may request  
6 PHA approval of the tenancy. The family must submit to the PHA a request for approval  
7 of the tenancy and a copy of the lease. The request must be submitted during the term of  
8 the voucher.<sup>5</sup>

9 42. free to choose any housing that meets the  
10 requirements of the program, including single-family homes, townhomes and apartments,  
11 and are not limited to units located in subsidized housing projects.

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

18 44. Housing assistance payments are paid to the owner in accordance with the  
19 terms of the HAP contract. Housing assistance payments may only be paid to the owner  
20 during the lease term, and while the family is residing in the unit. Housing assistance  
21 payments terminate when the lease is terminated by the owner in accordance with the  
22 lease.<sup>7</sup>

23 45. Under the Section 8 program, the housing subsidy is based on a local  
24 ‘payment standard’ that reflects the cost to lease a unit in the local housing market. If the  
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26 <sup>3</sup> 24 C.F.R. § 982.4(b) (2010).

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

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

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

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



1 rent is less than the payment standard, the family generally pays 30 percent of adjusted  
2 monthly income for rent.<sup>8</sup>

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

7  
8 **B. Plaintiff’s Attempts to Secure Housing with a Section 8 Voucher**

9 47. Plaintiff is an individual with disabilities and low income. Like a majority  
10 of disabled people living in California, Plaintiff is priced out of the current housing  
11 market and is unable to afford safe and decent housing without the benefit of Section 8  
12 rental assistance.

13 48. At all times relevant herein has been a participant in the Section 8  
14 program. Prior to June 2024, Plaintiff’s Section 8 voucher was administered by the  
15 Fresno Housing Authority. In or about June of 2024, Plaintiff started the process to port  
16 his voucher to the City of Los Angeles.

17 49. Porting a Section 8 voucher is the process of transferring one’s rental  
18 subsidy to a different PHA jurisdiction. It allows Section 8 participants to move  
19 anywhere in the United States.

20 50. Plaintiff was issued a Section 8 voucher from HACLA on June 26, 2024,  
21 with an original expiration date of October 24, 2024 and an extension expiration date of  
22 February 19, 2025.

23 51. Due to delays in HACLA’s processing of his request for a 2-bed room  
24 voucher as a reasonable accommodation for his disability, Plaintiff was delayed in  
25 beginning his housing search until mid-September 2024.

26 52. Between September and December 2024, Plaintiff applied to rent  
27 numerous units within the City of Los Angeles that were within his price range and met

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

1 HACLA’s voucher payment standards.

2 53. Between September and December 2024, multiple housing providers,  
3 including the named defendants, denied Plaintiff housing opportunities in the City of Los  
4 Angeles based on his receipt of Section 8. These denials were blatant, intentional, and  
5 documented in writing.

6 54. Plaintiff’s specific experiences with each of the named defendants are set  
7 forth below.

8  
9 **Attempt to Rent at 1606 N. Laurel Avenue**

10 55. Defendant Beverly Hills Properties, LLC is, and at all times relevant  
11 herein was, the titleholder of the multifamily residential rental property located at 1606  
12 N. Laurel Avenue in the City of Los Angeles (“Sunset Laurel Towers.”)

13 56. Defendant Beverly Hills Properties, LLC is an “owner” of housing  
14 accommodations within the meaning of FEHA, Government Code §12927, subd. (e).

15 57. Each of the units at Sunset Laurel Towers constitutes a “housing  
16 accommodation” within the meaning of FEHA, Government Code §12927, subd. (d).

17 58. On or about September 23, 2024, Plaintiff responded to an advertisement  
18 for a 2-bedroom unit for rent at Sunset Laurel Towers for \$ 3485/month. In response,  
19 Plaintiff received an email from Eva Svicharova (“Eva”), property manager at Sunset  
20 Laurel Towers, directing him to call for an appointment.

21 59. On or about September 27, 2024, Eva met with Plaintiff to show him the  
22 unit for rent at Sunset Laurel Towers. Plaintiff shared the fact that he was a Section 8  
23 voucher holder, and Eva asked Plaintiff to provide her with copies of related paperwork,  
24 so Plaintiff’s request to use Section 8 at Sunset Laurel Towers could be considered.  
25 Plaintiff followed up with Eva via email and shared both his Section 8 voucher and  
26 request for tenancy approval forms packet. That same day, Eva confirmed to Plaintiff that  
27 his email had been forward to “the main office.”

28 60. On October 2, 2024, Plaintiff sent a follow up email to Eva asking

1 whether the main office had decided whether to take his Section 8 voucher. Eva  
2 responded that she was still waiting for their response.

3 61. On October 9, 2024, Plaintiff emailed Eva for an update. Eva responded,  
4 “still in processing.” Plaintiff responded that he would go to the main office on October  
5 11, 2024 to submit his application. He asked Eva what documents were needed and about  
6 forms of payment accepted for the application fee. Eva responded, “YOU CAN NOT  
7 SUBMIT THE APPLICATION BEFORE WE GOT (sic) ANSWER FROM THE  
8 PROPERTY” (capitalization in original).

9 62. Plaintiff waited five days before contacting Eva again on October 16,  
10 2024, asking “Any update if section 8 is accepted?” Eva responded, “I have not heard  
11 anything.”

12 63. On October 24, 2024, Plaintiff again mailed Eva, asking, “Any update on  
13 section 8?” Eva responded that it was “still in processing.” Frustrated and deterred,  
14 Plaintiff ceased emailing Eva, and did not hear from her again.

15 64. Upon information and belief, Eva was an agent of Defendant Beverly Hills  
16 Properties, LLC at the time of Plaintiff’s inquiry about the unit at Sunset Laurel Towers.

17 65. Upon information and belief, Eva was authorized by and/or acting on  
18 behalf of Defendant Beverly Hills Properties, LLC at the time of Plaintiff’s inquiry about  
19 the unit at Sunset Laurel Towers.

20 66. Upon information and belief, at all times relevant herein it was the policy  
21 and practice of Defendant Beverly Hills Properties, LLC, and their respective agents and  
22 employees, not to rent to Section 8 recipients. As the result of this policy and practice,  
23 Plaintiff was prevented and deterred from renting at Sunset Laurel Towers.

24 67. On information and belief, it continues to be the policy and practice of  
25 Defendant Beverly Hills Properties, LLC, and their respective agents and employees, not  
26 to rent to Section 8 recipients.

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1 **Attempt to Rent at 732 N Orlando Avenue**

2 68. Defendants 5403 Blackwelder LLC and 732 Slab LLC are, and at all times  
3 relevant herein were, the titleholders of the multifamily residential rental property located  
4 at 732 N Orlando Avenue in the West Hollywood neighborhood of the City of Los  
5 Angeles.

6 69. Defendant Jonathan Tsai is and at all times relevant herein was, a real  
7 estate agent doing business as Red Apple Real Estate in the City of Los Angeles.

8 70. Defendants 5403 Blackwelder LLC and 732 Slab LLC are “owners” of  
9 housing accommodations within the meaning of FEHA, Government Code §12927, subd.  
10 (e).

11 71. Defendant Jonathan Tsai is an “owners” of housing accommodations  
12 within the meaning of FEHA, Government Code §12927, subd. (e).

13 72. Each of the units at 732 N Orlando Avenue constitutes a “housing  
14 accommodation” within the meaning of FEHA, Government Code §12927, subd. (d).

15 73. On or about September 25, 2024, Plaintiff responded to an advertisement  
16 for a 2-bedroom unit for rent at 732 N Orlando Avenue for \$3,750/month. Plaintiff and  
17 Defendant Tsai exchanged multiple text messages and arranged to meet up at 732 N  
18 Orlando Avenue for a walk through or about September 27, 2024.

19 74. At the end of the tour, Plaintiff asked Defendant Tsai how to apply.  
20 Defendant Tsai instructed Plaintiff to text his email and said that he would send Plaintiff  
21 an application. Plaintiff also asked about minimum qualifications for the rental unit and  
22 told Defendant Tsai that he was a Section 8 voucher holder. Defendant Tsai said he had  
23 never heard of Section 8, so Plaintiff explained the program to him, including the benefit  
24 of having guaranteed rental payments. Defendant Tsai said he would have to ask the  
25 owner about accepting Section 8.

26 75. After the tour, on September 27, 2024, Plaintiff texted Defendant Tsai his  
27 email requesting an application as instructed. Defendant Tsai did not respond.

28 76. Plaintiff sent follow-up text messages to Defendant Tsai on September 30,

1 2024, October 1, 2024, October 4, 2024, October 8, 2024. Defendant Tsai did not  
2 respond to any of these texts. Frustrated and deterred, Plaintiff did not try and contact  
3 Defendant Tsai again.

4 77. Defendant Tsai has never followed up with Plaintiff and never sent  
5 Plaintiff an application for 732 N Orlando Avenue.

6 78. The rental unit at 732 N Orlando Avenue continues to be available for  
7 rental as of the filing of this complaint. In fact, the rent amount for the unit was lowered  
8 by \$155/month nine days after Plaintiff last text message to Defendant Tsai.

9 79. Upon information and belief, Defendant Tsai was an agent of Defendants  
10 5403 Blackwelder LLC and 732 Slab LLC at the time of Plaintiff's inquiry about the unit  
11 at 732 N Orlando Avenue and all times relevant to this Complaint.

12 80. Upon information and belief, Defendant Tsai was authorized by and/or  
13 acting on behalf of Defendants 5403 Blackwelder LLC and 732 Slab LLC at the time of  
14 Plaintiff's inquiry about the unit at 732 N Orlando Avenue and all times relevant to this  
15 Complaint.

16 81. Upon information and belief, at all times relevant herein it was the policy  
17 and practice of Defendants 5403 Blackwelder LLC and 732 Slab LLC, and their  
18 respective agents and employees, including Defendant Tsai, not to rent to Section 8  
19 recipients. As the result of this policy and practice, Plaintiff was prevented and deterred  
20 from applying for and renting the unit at 732 N Orlando Avenue.

21 82. On information and belief, it continues to be the policy and practice of  
22 Defendants 5403 Blackwelder LLC and 732 Slab LLC, and their respective agents and  
23 employees, not to rent to Section 8 recipients.

24  
25 **Attempt to Rent at 1337 N Gardner Street**

26 83. Defendant Jerome J. Nash, trustee of the Jerome J Nash Trust is, and at all  
27 times relevant herein was, the titleholder of the multifamily residential rental property  
28 located at 1337 N Gardner Street in the City of Los Angeles.

1           84. Defendant 14 For Rent, LLC is, and at all times relevant herein was, a  
2 leasing service, authorized to rent the multifamily residential rental property located at  
3 1337 N Gardner Street in the City of Los Angeles.

4           85. Defendant Jerome J. Nash, trustee of the Jerome J Nash Trust is an  
5 “owner” of housing accommodations within the meaning of FEHA, Government Code  
6 §12927, subd. (e).

7           86. Defendant 14 For Rent, LLC, is an “owner” of housing accommodations  
8 within the meaning of FEHA, Government Code §12927, subd. (e).

9           87. Each of the units at 1337 N Gardner Street constitutes a “housing  
10 accommodation” within the meaning of FEHA, Government Code §12927, subd. (d).

11           88. On or about October 2, 2024, Plaintiff responded to an advertisement for a  
12 2-bedroom unit for rent at 1337 N Gardner Street for \$3,095/month. Plaintiff asked, “Do  
13 you guys accept section 8?” In response, Plaintiff received a message from Defendant 14  
14 For Rent, LLC, stating “I’m sorry. No section 8 at this property.”

15           89. Upon information and belief, 14 For Rent, LLC was an agent of Defendant  
16 Jerome J. Nash, trustee of the Jerome J Nash Trust, at the time of Plaintiff’s inquiry about  
17 the unit at 1337 N Gardner Street.

18           90. Upon information and belief, 14 For Rent, LLC, was authorized by and/or  
19 acting on behalf of Defendant Jerome J. Nash, trustee of the Jerome J Nash Trust, at the  
20 time of Plaintiff’s inquiry about the unit at 1337 N Gardner Street.

21           91. Upon information and belief, at all times relevant herein it was the policy  
22 and practice of Defendant Jerome J. Nash, trustee of the Jerome J Nash Trust, and their  
23 respective agents and employees, not to rent to Section 8 recipients. As the result of this  
24 policy and practice, Plaintiff was prevented and deterred from renting at 1337 N Gardner  
25 Street.

26           92. Upon information and belief, at all times relevant herein it was the policy  
27 and practice of Defendant 14 For Rent LLC, and their respective agents and employees,  
28 not to rent to Section 8 recipients. As the result of this policy and practice, Plaintiff was

1 prevented and deterred from renting at 1337 N Gardner Street.

2 93. On information and belief, it continues to be the policy and practice of  
3 Defendant Jerome J. Nash, trustee of the Jerome J Nash Trust, and their respective agents  
4 and employees, not to rent to Section 8 recipients.

5 94. On information and belief, it continues to be the policy and practice of  
6 Defendant 14 For Rent, LLC, and their respective agents and employees, not to rent to  
7 Section 8 recipients.

8  
9 **Attempt to Rent at 368 N Flores Street**

10 95. Defendant Rita Hand, in their capacity as the trustee of the Hand Michael  
11 D and Rita Trust is, and at all times relevant herein was, the titleholder of the multifamily  
12 residential rental property located at 368 N Flores Street in the City of Los Angeles.

13 96. Defendant Rita Hand, in their capacity as the trustee of the Hand Michael  
14 D and Rita Trust is an “owner” of housing accommodations within the meaning of  
15 FEHA, Government Code §12927(e).

16 97. Each of the units at 368 N Flores Street constitutes a “housing  
17 accommodation” within the meaning of FEHA, Government Code §12927(d).

18 98. On or about October 3, 2024, Plaintiff responded to an advertisement for a  
19 2-bedroom unit for rent at 368 N Flores Street for \$3,850/month. Plaintiff asked, “Do u  
20 take section 8 voucher?” In response, Plaintiff received a message from “Alexa Han”  
21 stating “We do not accept section 8 vouchers.”

22 99. Upon information and belief, Alexa Han was an agent of Defendant Rita  
23 Hand, in their capacity as the trustee of the Hand Michael D and Rita Trust, at the time of  
24 Plaintiff’s inquiry about the unit at 368 N Flores Street.

25 100. Upon information and belief, Alexa Han was authorized by and/or acting  
26 on behalf of Defendant Rita Hand, in their capacity as the trustee of the Hand Michael D  
27 and Rita Trust, at the time of Plaintiff’s inquiry about the unit at 368 N Flores Street.

28 101. Upon information and belief, at all times relevant herein it was the policy

1 and practice of Defendant Rita Hand, in their capacity as the trustee of the Hand Michael  
2 D and Rita Trust, and their respective agents and employees, not to rent to Section 8  
3 recipients. As the result of this policy and practice, Plaintiff was prevented and deterred  
4 from renting at 368 N Flores Street.

5 102. On information and belief, it continues to be the policy and practice of  
6 Defendant Rita Hand, in their capacity as the trustee of the Hand Michael D and Rita  
7 Trust, and their respective agents and employees, not to rent to Section 8 recipients.

8  
9 **Attempt to Rent at 1000 S Wooster Street**

10 103. Defendant NMK 1000 S Wooster Street LLC is, and at all times relevant  
11 herein was, the titleholder of the multifamily residential rental property located at 1000 S  
12 Wooster Street in the City of Los Angeles.

13 104. Defendant NMK 1000 S Wooster Street LLC is an “owner” of housing  
14 accommodations within the meaning of FEHA, Government Code §12927, subd. (e).

15 105. Each of the units at 1000 S Wooster Street constitutes a “housing  
16 accommodation” within the meaning of FEHA, Government Code §12927, subd. (d).

17 106. On or about October 7, 2024, Plaintiff responded to an advertisement for a  
18 2-bedroom unit for rent at 1000 S Wooster Street for \$3,300/month. In response, Plaintiff  
19 received a message from “Dmitriy Zaretski.” Dmitriy’s message identified dates and  
20 times that the unit was available to be shown and provided a phone number for Plaintiff  
21 to “call or text” to schedule a showing.

22 107. Plaintiff responded to Dmitriy’s message asking, “Do u guys take section  
23 8?”. Dmitriy responded “We do not.”

24 108. Upon information and belief, Dmitriy Zaretski was an agent of Defendant  
25 NMK 1000 S Wooster Street LLC at the time of Plaintiff’s inquiry about the unit at 1000  
26 S Wooster Street.

27 109. Upon information and belief, Dmitriy Zaretski was authorized by and/or  
28 acting on behalf of Defendant NMK 1000 S Wooster Street LLC at the time of Plaintiff’s



1 inquiry about the unit at 1000 S Wooster Street.

2 110. Upon information and belief, at all times relevant herein it was the policy  
3 and practice of Defendant NMK 1000 S Wooster Street LLC, and their respective agents  
4 and employees, not to rent to Section 8 recipients. As the result of this policy and  
5 practice, Plaintiff was prevented and deterred from renting at 1000 S Wooster Street.

6 111. On information and belief, it continues to be the policy and practice of  
7 Defendant NMK 1000 S Wooster Street LLC, and their respective agents and employees,  
8 not to rent to Section 8 recipients.

9  
10 **Attempt to Rent at 1805 S Barrington Avenue**

11 112. Defendant Eric Wang, in their capacity as the co-trustee of the E Y Wang  
12 and Y Z Ding Trust is, and at all times relevant herein was, the titleholder of the  
13 multifamily residential rental property located at 1805 S Barrington Avenue in the City of  
14 Los Angeles.

15 113. Defendant Eric Wang, in their capacity as the co-trustee of the E Y Wang  
16 and Y Z Ding Trust is an “owner” of housing accommodations within the meaning of  
17 FEHA, Government Code §12927, subd. (e).

18 114. Each of the units at 1805 S Barrington Avenue constitutes a “housing  
19 accommodation” within the meaning of FEHA, Government Code §12927, subd. (d).

20 115. On or about October 7, 2024, Plaintiff responded to an advertisement for a  
21 2-bedroom unit for rent at 1805 S Barrington Avenue for \$3,700/month. Plaintiff asked,  
22 “Do u accept section 8 voucher?” In response, Plaintiff received a message from Wanda  
23 Wang-Oliver that simply said “No.”

24 116. Upon information and belief, Wanda Wang-Oliver was an agent of  
25 Defendant Eric Wang, in their capacity as the co-trustee of the E Y Wang and Y Z Ding  
26 Trust, at the time of Plaintiff’s inquiry about the unit at 1805 S Barrington Avenue.

27 117. Upon information and belief, Wanda Wang-Oliver was authorized by  
28 and/or acting on behalf of Defendant Eric Wang, in their capacity as the co-trustee of the

1 E Y Wang and Y Z Ding Trust, at the time of Plaintiff's inquiry about the unit at 1805 S  
2 Barrington Avenue.

3 118. Upon information and belief, at all times relevant herein it was the policy  
4 and practice of Defendant Eric Wang, in their capacity as the co-trustee of the E Y Wang  
5 and Y Z Ding Trust, and their respective agents and employees, not to rent to Section 8  
6 recipients. As the result of this policy and practice, Plaintiff was prevented and deterred  
7 from renting at 1805 S Barrington Avenue.

8 119. On information and belief, it continues to be the policy and practice of  
9 Defendant Eric Wang, in their capacity as the co-trustee of the E Y Wang and Y Z Ding  
10 Trust, and their respective agents and employees, not to rent to Section 8 recipients.

11  
12 **Attempt to Rent at 1625 Butler Avenue**

13 120. Defendant Pintl 1625 Butler LLC is, and at all times relevant herein was,  
14 the titleholder of the multifamily residential rental property located at 1625 Butler  
15 Avenue in the City of Los Angeles.

16 121. Defendant Pintl 1625 Butler LLC is an "owner" of housing  
17 accommodations within the meaning of FEHA, Government Code §12927, subd. (e).

18 122. Each of the units at 1625 Butler Avenue constitutes a "housing  
19 accommodation" within the meaning of FEHA, Government Code §12927, subd. (d).

20 123. On or about October 9, 2024, Plaintiff responded to an advertisement for a  
21 2-bedroom unit for rent at 1625 Butler Avenue for \$3,695/month. In response, Plaintiff  
22 received a message from "Maurice." Maurice identified himself as being with Properties  
23 International and the manager for the property at 1625 Butler Avenue. Maurice  
24 confirmed the availability of the unit Plaintiff had inquired about and invited Plaintiff to  
25 stop by to view the unit. Plaintiff asked, "do u take section 8?" Maurice responded "We  
26 don't unfortunately. I'm sorry about that."

27 124. Upon information and belief, Maurice was an agent of Defendant Pintl  
28 1625 Butler LLC at the time of Plaintiff's inquiry about the unit at 1625 Butler Avenue.

1           125. Upon information and belief, Maurice was authorized by and/or acting on  
2 behalf of Defendant Pintl 1625 Butler LLC at the time of Plaintiff’s inquiry about the unit  
3 at 1625 Butler Avenue.

4           126. Upon information and belief, at all times relevant herein it was the policy  
5 and practice of Defendant Pintl 1625 Butler LLC, and their respective agents and  
6 employees, not to rent to Section 8 recipients. As the result of this policy and practice,  
7 Plaintiff was prevented and deterred from renting at 1625 Butler Avenue.

8           127. On information and belief, it continues to be the policy and practice of  
9 Defendant Pintl 1625 Butler LLC, and their respective agents and employees, not to rent  
10 to Section 8 recipients.

11  
12 **Attempt to Rent at 1887 Greenfield Ave**

13           128. Defendant 1887 Greenfield Ave No 206 LLC is, and at all times relevant  
14 herein was, the titleholder of the multifamily residential rental property located at 1887  
15 Greenfield Avenue in the City of Los Angeles.

16           129. Defendant 1887 Greenfield Ave No 206 LLC is an “owner” of housing  
17 accommodations within the meaning of FEHA, Government Code §12927, subd. (e).

18           130. Each of the units at 1887 Greenfield Avenue constitutes a “housing  
19 accommodation” within the meaning of FEHA, Government Code §12927, subd. (d).

20           131. On or about October 14, 2024, Plaintiff responded to an advertisement for  
21 a 2-bedroom unit for rent at 1887 Greenfield Avenue for \$3,799/month. Plaintiff asked if  
22 Section 8 was accepted. In response, Plaintiff received a message from “Diana Siman”  
23 stating “Unfortunately, we do not accept Section 8 at this time.”

24           132. Upon information and belief, Diana Siman was an agent of Defendant  
25 1887 Greenfield Ave No 206 LLC at the time of Plaintiff’s inquiry about the unit at 1887  
26 Greenfield Avenue.

27           133. Upon information and belief, Diana Siman was authorized by and/or  
28 acting on behalf of Defendant 1887 Greenfield Ave No 206 LLC at the time of Plaintiff’s

1 inquiry about the unit at 1887 Greenfield Avenue.

2 134. Upon information and belief, at all times relevant herein it was the policy  
3 and practice of Defendant 1887 Greenfield Ave No 206 LLC, and their respective agents  
4 and employees, not to rent to Section 8 recipients. As the result of this policy and  
5 practice, Plaintiff was prevented and deterred from renting at 1887 Greenfield Avenue.

6 135. On information and belief, it continues to be the policy and practice of  
7 Defendant 1887 Greenfield Ave No 206 LLC, and their respective agents and employees,  
8 not to rent to Section 8 recipients.

9  
10 **Attempt to Rent at 4950 Louise Avenue**

11 136. Defendant Fortune Company LLC is, and at all times relevant herein was,  
12 the titleholder of the multifamily residential rental property located at 4950 Louise  
13 Avenue in the Encino neighborhood of the City of Los Angeles.

14 137. Defendant Fortune Company LLC is an “owner” of housing  
15 accommodations within the meaning of FEHA, Government Code §12927, subd. (e).

16 138. Each of the units at 4950 Louise Avenue constitutes a “housing  
17 accommodation” within the meaning of FEHA, Government Code §12927, subd. (d).

18 139. On or about October 14, 2024, Plaintiff responded to an advertisement for  
19 a two-bedroom unit for rent at 4950 Louise Avenue for \$3,350/month. Plaintiff asked if  
20 Section 8 was accepted. In response, Plaintiff received a message from “Sam Younesi,”  
21 stating, “Sorry we do not accept section 8.”

22 140. Upon information and belief, Sam Younesi was an agent of Defendant  
23 Fortune Company LLC at the time of Plaintiff’s inquiry about the unit at 4950 Louise  
24 Avenue.

25 141. Upon information and belief, Sam Younesi was authorized by and/or  
26 acting on behalf of Defendant Fortune Company LLC at the time of Plaintiff’s inquiry  
27 about the unit at 4950 Louise Avenue.

28 142. Upon information and belief, at all times relevant herein it was the policy

1 and practice of Defendant Fortune Company LLC, and their respective agents and  
2 employees, not to rent to Section 8 recipients. As the result of this policy and practice,  
3 Plaintiff was prevented and deterred from renting at 4950 Louise Avenue.

4 143. On information and belief, it continues to be the policy and practice of  
5 Defendant Fortune Company LLC, and their respective agents and employees, not to rent  
6 to Section 8 recipients.

7  
8 **Attempt to Rent at 1251 Brockton Avenue**

9 144. Defendants Mercury A&E LLC and Saturn E&E LLC are, and at all times  
10 relevant herein were, the titleholders of the multifamily residential rental property located  
11 at 1251-1253 Brockton Avenue in the City of Los Angeles.

12 145. Defendants Mercury A&E LLC and Saturn E&E LLC are “owners” of  
13 housing accommodations within the meaning of FEHA, Government Code §12927, subd.  
14 (e).

15 146. Each of the units at 1251-1253 Brockton Avenue constitutes a “housing  
16 accommodation” within the meaning of FEHA, Government Code §12927, subd. (d).

17 147. On or about October 14, 2024, Plaintiff responded to an advertisement for  
18 a 2-bedroom unit for rent at 1251 Brockton Avenue for \$3,495/month. Plaintiff asked if  
19 Section 8 was accepted. In response, Plaintiff received a message from “Nancy  
20 Emmanuel” stating, “Unit doesn’t accept section 8.”

21 148. Upon information and belief, Nancy Emmanuel was an agent of  
22 Defendants Mercury A&E LLC and Saturn E&E LLC at the time of Plaintiff’s inquiry  
23 about the unit advertised for rent at 1251 Brockton Avenue.

24 149. Upon information and belief, Nancy Emmanuel was authorized by and/or  
25 acting on behalf of Defendants Mercury A&E LLC and Saturn E&E LLC at the time of  
26 Plaintiff’s inquiry about the unit advertised for rent at 1251 Brockton Avenue.

27 150. Upon information and belief, at all times relevant herein it was the policy  
28 and practice of Defendants Mercury A&E LLC and Saturn E&E LLC, and their

1 respective agents and employees, not to rent to Section 8 recipients. As the result of this  
2 policy and practice, Plaintiff was prevented and deterred from renting the unit advertised  
3 at 1251 Brockton Avenue.

4 151. On information and belief, it continues to be the policy and practice of  
5 Defendants Mercury A&E LLC and Saturn E&E LLC, and their respective agents and  
6 employees, not to rent to Section 8 recipients.

7  
8 **Attempt to Rent at 1605 Armacost Avenue**

9 152. Defendants Chen Dezheng and Ziyu Dezheng are, and at all times relevant  
10 herein were, the titleholders of the multifamily residential rental property located at 1605  
11 Armacost Avenue in the City of Los Angeles.

12 153. Defendants Chen Dezheng and Ziyu Dezheng are “owners” of housing  
13 accommodations within the meaning of FEHA, Government Code §12927(e).

14 154. Each of the units at 1605 Armacost Avenue constitutes a “housing  
15 accommodation” within the meaning of FEHA, Government Code §12927(d).

16 155. On or about October 14, 2024, Plaintiff responded to an advertisement for  
17 a 2-bedroom unit for rent at 1605 Armacost Avenue for \$3,380/month. Plaintiff asked,  
18 “do u accept section 8 voucher?” In response “Ken Chen” messaged Plaintiff stating  
19 “Sorry it’s not certified for section 8. So we don’t take section 8.”

20 156. Upon information and belief, Ken Chen was an agent of Defendants Chen  
21 Dezheng and Ziyu Dezheng at the time of Plaintiff’s inquiry about the unit at 1605  
22 Armacost Avenue.

23 157. Upon information and belief, Ken Chen was authorized by and/or acting  
24 on behalf of Defendants Chen Dezheng and Ziyu Dezheng at the time of Plaintiff’s  
25 inquiry about the unit at 1605 Armacost Avenue.

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

1 Plaintiff was prevented and deterred from renting at 1605 Armacost Avenue.

2 159. On information and belief, it continues to be the policy and practice of  
3 Defendants Chen Dezheng and Ziyu Dezheng, and their respective agents and employees,  
4 not to rent to Section 8 recipients.

5  
6 **Attempt to Rent at 1831 Purdue Avenue**

7 160. Defendant Yang Man Kook, in their capacity as the co-trustee of the Yang  
8 Family Trust is, and at all times relevant herein was, the titleholder of the multifamily  
9 residential rental property located at 1831 Purdue Avenue in the City of Los Angeles.

10 161. Defendant Yang Man Kook, in their capacity as the co-trustee of the Yang  
11 Family Trust is an “owner” of housing accommodations within the meaning of FEHA,  
12 Government Code §12927, subd. (e).

13 162. Each of the units at 1831 Purdue Avenue constitutes a “housing  
14 accommodation” within the meaning of FEHA, Government Code §12927, subd. (d).

15 163. On or about October 14, 2024, Plaintiff responded to an advertisement for  
16 a 2-bedroom unit for rent at 1831 Purdue Avenue for \$2,500/month. Plaintiff asked, “do  
17 y accept section 8 voucher?” In response, Plaintiff received a message from “Andy Kim”  
18 that stated, “no section 8 vouchers, sorry.”

19 164. Upon information and belief, Andy Kim was an agent of Defendant Yang  
20 Man Kook, in their capacity as the co-trustee of the Yang Family Trust at the time of  
21 Plaintiff’s inquiry about the unit at 1831 Purdue Avenue.

22 165. Upon information and belief, Andy Kim was authorized by and/or acting  
23 on behalf of Defendant Yang Man Kook, in their capacity as the co-trustee of the Yang  
24 Family Trust at the time of Plaintiff’s inquiry about the unit at 1831 Purdue Avenue.

25 166. Upon information and belief, at all times relevant herein it was the policy  
26 and practice of Defendant Yang Man Kook, in their capacity as the co-trustee of the Yang  
27 Family Trust, and their respective agents and employees, not to rent to Section 8  
28 recipients. As the result of this policy and practice, Plaintiff was prevented and deterred

1 from renting at 1831 Purdue Avenue.

2 167. On information and belief, it continues to be the policy and practice of  
3 Defendant Yang Man Kook, in their capacity as the co-trustee of the Yang Family Trust,  
4 and their respective agents and employees, not to rent to Section 8 recipients.

5  
6 **Attempt to Rent at 3600 Empire Drive**

7 168. Defendant Empire Plaza Company LLC is, and at all times relevant herein  
8 was, the titleholder of the multifamily residential rental property located at 3600 Empire  
9 Drive in the City of Los Angeles.

10 169. Defendant Dromy International Investment Corporation is, and at all times  
11 relevant herein was, a property management company and the entity responsible for  
12 managing the multifamily residential rental property located at 3600 Empire Drive in the  
13 City of Los Angeles.

14 170. Defendant Empire Plaza Company LLC is an “owner” of housing  
15 accommodations within the meaning of FEHA, Government Code §12927, subd. (e).

16 171. Defendant Dromy International Investment Corporation is an “owner” of  
17 housing accommodations within the meaning of FEHA, Government Code §12927, subd.  
18 (e).

19 172. Each of the units at 3600 Empire Drive constitutes a “housing  
20 accommodation” within the meaning of FEHA, Government Code §12927, subd. (d).

21 173. On or about October 15, 2024, Plaintiff responded to an advertisement for  
22 a 2-bedroom unit for rent at 3600 Empire Drive for \$3,495/month. Plaintiff asked if  
23 Section 8 was accepted. In response, Plaintiff received a message from an agent of  
24 Defendant Empire Plaza Company LLC and/or Defendant Dromy International  
25 Investment Corporation, authorized to respond on their behalf, that confirmed the  
26 availability of the unit but stated “Unfortunately, we do not accept Section 8.”

27 174. The next day, an agent of Defendant Empire Plaza Company LLC and/or  
28 Defendant Dromy International Investment Corporation sent an unsolicited follow up



1 message to Plaintiff, asking if he was still interested in a rental unit, and noting that they  
2 had a 2-bedroom unit available. Plaintiff again asked if Section 8 was accepted. Again,  
3 Defendant[s] agent confirmed, “we do not accept Section 8.”

4 175. Upon information and belief, at all times relevant herein it was the policy  
5 and practice of Defendant Empire Plaza Company LLC and/or Defendant Dromy  
6 International Investment Corporation, and their respective agents and employees, not to  
7 rent to Section 8 recipients. As the result of this policy and practice, Plaintiff was  
8 prevented and deterred from renting at 3600 Empire Drive.

9 176. On information and belief, it continues to be the policy and practice of  
10 Defendant Empire Plaza Company LLC and/or Defendant Dromy International  
11 Investment Corporation, and their respective agents and employees, not to rent to Section  
12 8 recipients.

13  
14 **Attempt to Rent at 1651 Camden Avenue**

15 177. Defendant Royal Group Management LLC is, and at all times relevant  
16 herein was, the titleholder of the multifamily residential rental property located at 1651  
17 Camden Avenue in the City of Los Angeles.

18 178. Defendant Royal Group Management LLC is an “owner” of housing  
19 accommodations within the meaning of FEHA, Government Code §12927, subd. (e).

20 179. Each of the units at 1651 Camden Avenue constitutes a “housing  
21 accommodation” within the meaning of FEHA, Government Code §12927, subd. (d).

22 180. On or about October 7, 2024, Plaintiff responded to an advertisement for a  
23 2-bedroom unit for rent at 1651 Camden Avenue for \$3,450/month. Plaintiff asked. “Do  
24 u accept section 8 voucher?” Plaintiff received no response to his inquiry.

25 181. Nine days later, on or about October 16, 2024, Plaintiff again reached out  
26 to Defendant about his interest in the available unit and asked whether they accept  
27 Section 8. One minute after his email was sent, Plaintiff received a curt message from  
28 “Shiva” stating “No we don’t.”

1           182. Upon information and belief, Shiva was an agent of Defendant Royal  
2 Group Management LLC at the time of Plaintiff’s inquiry about the unit at 1651 Camden  
3 Avenue.

4           183. Upon information and belief, Shiva was authorized by and/or acting on  
5 behalf of Defendant Royal Group Management LLC at the time of Plaintiff’s inquiry  
6 about the unit at 1651 Camden Avenue.

7           184. Upon information and belief, at all times relevant herein it was the policy  
8 and practice of Defendant Royal Group Management LLC, and their respective agents  
9 and employees, not to rent to Section 8 recipients. As the result of this policy and  
10 practice, Plaintiff was prevented and deterred from renting at 1651 Camden Avenue.

11           185. On information and belief, it continues to be the policy and practice of  
12 Defendant Royal Group Management LLC, and their respective agents and employees,  
13 not to rent to Section 8 recipients.

14  
15 **Attempt to Rent at 11509 N Genova Lane**

16           186. Defendant Seewai Chan Wong and Melanie Wu Chan Wong is, and at all  
17 times relevant herein was, the titleholder of the multifamily residential rental property  
18 located at 11509 N Genova Lane in the Northridge neighborhood of the City of Los  
19 Angeles.

20           187. Defendant Seewai Chan Wong and Melanie Wu Chan Wong is an  
21 “owner” of housing accommodations within the meaning of FEHA, Government Code  
22 §12927, subd. (e).

23           188. Each of the units at 11509 N Genova Lane constitutes a “housing  
24 accommodation” within the meaning of FEHA, Government Code §12927, subd. (d).

25           189. On or about October 15, 2024, Plaintiff responded to an advertisement for  
26 a 2-bedroom unit for rent at 11509 N Genova Lane for \$3,500/month. Plaintiff asked, “if  
27 the owners are open to section 8.” In response, Plaintiff received a message from “Scott  
28 Himelstein” stating, “sorry not at this time.”

1           190. Upon information and belief, Scott Himmelstein was an agent of Defendant  
2 Seewai Chan Wong and Melanie Wu Chan Wong at the time of Plaintiff’s inquiry about  
3 the unit at 11509 N Genova Lane.

4           191. Upon information and belief, Scott Himmelstein was authorized by and/or  
5 acting on behalf of Defendant Seewai Chan Wong and Melanie Wu Chan Wong at the  
6 time of Plaintiff’s inquiry about the unit at 11509 N Genova Lane.

7           192. Upon information and belief, at all times relevant herein it was the policy  
8 and practice of Defendant Seewai Chan Wong and Melanie Wu Chan Wong, and their  
9 respective agents and employees, not to rent to Section 8 recipients. As the result of this  
10 policy and practice, Plaintiff was prevented and deterred from renting at 11509 N Genova  
11 Lane.

12           193. On information and belief, it continues to be the policy and practice of  
13 Defendant Seewai Chan Wong and Melanie Wu Chan Wong, and their respective agents  
14 and employees, not to rent to Section 8 recipients.

15  
16 **Attempt to Rent at 1811 Tamarind Avenue**

17           194. Defendant 1811 Investment Company LLC is, and at all times relevant  
18 herein was, the titleholder of the multifamily residential rental property located at 1811  
19 Tamarind Avenue in the City of Los Angeles.

20           195. Defendant Dromy International Investment Corporation is, and at all times  
21 relevant herein was, a property management company and the entity responsible for  
22 managing the multifamily residential rental property located at 1811 Tamarind Avenue in  
23 the City of Los Angeles.

24           196. Defendant 1811 Investment Company LLC is an “owner” of housing  
25 accommodations within the meaning of FEHA, Government Code §12927, subd. (e).

26           197. Defendant Dromy International Investment Corporation is an “owner” of  
27 housing accommodations within the meaning of FEHA, Government Code §12927, subd.  
28 (e).

1           200. Each of the units at 1811 Tamarind Avenue constitutes a “housing  
2 accommodation” within the meaning of FEHA, Government Code §12927, subd. (d).

3           201. On or about October 16, 2024, Plaintiff responded to an advertisement for  
4 a 2-bedroom unit for rent at 1811 Tamarind Avenue for \$2,299/month. In response,  
5 Plaintiff received a message from an agent of Defendant 1811 Investment Company LLC  
6 and/or Defendant Dromy International Investment Corporation, authorized to respond on  
7 their behalf, confirming that the unit was available and offering Plaintiff an in-person  
8 showing. Plaintiff then asked if Section 8 was accepted and was told “Unfortunately, we  
9 do not accept Section 8,” and later “unfortunately those are our rental qualifications.”

10           202. Upon information and belief, at all times relevant herein it was the policy  
11 and practice of Defendant 1811 Investment Company LLC and/or Defendant Dromy  
12 International Investment Corporation, and their respective agents and employees, not to  
13 rent to Section 8 recipients. As the result of this policy and practice, Plaintiff was  
14 prevented and deterred from renting at 1811 Tamarind Avenue.

15           203. On information and belief, it continues to be the policy and practice of  
16 Defendant 1811 Investment Company LLC and/or Defendant Dromy International  
17 Investment Corporation, and their respective agents and employees, not to rent to Section  
18 8 recipients.

19  
20           **Attempt to Rent at 8238 W Manchester Avenue**

21           204. Defendant Kaveri Prasad is, and at all times relevant herein was, the  
22 titleholder of the multifamily residential rental property located at 8238 W Manchester  
23 Avenue in the neighborhood of Playa Del Rey in the City of Los Angeles.

24           205. Defendant Kaveri Prasad is an “owner” of housing accommodations  
25 within the meaning of FEHA, Government Code §12927, subd. (e).

26           206. Each of the units at 8238 W Manchester Avenue constitutes a “housing  
27 accommodation” within the meaning of FEHA, Government Code §12927, subd. (d).

28           207. On or about October 22, 2024, Plaintiff responded to an advertisement for

1 a 2-bedroom unit for rent at 8238 W Manchester Avenue for \$3,800/month. Plaintiff  
2 asked if Section 8 was accepted. In response, Plaintiff received a message from “Sandra  
3 Lew” stating, “Landlord not comfortable with that just asked.”

4 206. Upon information and belief, Sandra Lew is a real estate agent with Keller  
5 Williams South Bay.

6 207. Upon information and belief Sandra Lew was an agent of Defendant  
7 Kaveri Prasad at the time of Plaintiff’s inquiry about the unit at 8238 W Manchester  
8 Avenue.

9 208. Upon information and belief, Sandra Lew was authorized by and/or acting  
10 on behalf of Defendant Kaveri Prasad at the time of Plaintiff’s inquiry about the unit at  
11 8238 W Manchester Avenue.

12 209. Upon information and belief, at all times relevant herein it was the policy  
13 and practice of Defendant Kaveri Prasad, and their respective agents and employees, not  
14 to rent to Section 8 recipients. As the result of this policy and practice, Plaintiff was  
15 prevented and deterred from renting at 8238 W Manchester Avenue.

16 210. On information and belief, it continues to be the policy and practice of  
17 Defendant Kaveri Prasad, and their respective agents and employees, not to rent to  
18 Section 8 recipients.

19  
20 **Attempt to Rent at 8360 Blackburn Avenue**

21 211. Defendant Blackburn Luxury Homes LLC is, and at all times relevant  
22 herein was, the titleholder of the multifamily residential rental property located at 8360  
23 Blackburn Avenue in the City of Los Angeles.

24 212. Defendant Blackburn Luxury Homes LLC is an “owner” of housing  
25 accommodations within the meaning of FEHA, Government Code §12927, subd. (e).

26 213. Each of the units at 8360 Blackburn Avenue constitutes a “housing  
27 accommodation” within the meaning of FEHA, Government Code §12927, subd. (d).

28 214. On or about November 7, 2024, Plaintiff responded to an advertisement

1 for a 2-bedroom unit for rent at 8360 Blackburn Avenue for \$2,950/month. Plaintiff  
2 asked if Section 8 was accepted. In response, Plaintiff received a message from “Hourash  
3 Khazan” stating, “We don’t accept section 8.”

4 215. Upon information and belief, Hourash Khazan was an agent of Defendant  
5 Blackburn Luxury Homes LLC at the time of Plaintiff’s inquiry about the unit at 8360  
6 Blackburn Avenue. On information and belief, Hourash Khazan is a manager and/or  
7 member of Blackburn Luxury Homes LLC.

8 216. Upon information and belief, Hourash Khazan was authorized by and/or  
9 acting on behalf of Defendant Blackburn Luxury Homes LLC at the time of Plaintiff’s  
10 inquiry about the unit at 8360 Blackburn Avenue.

11 217. Upon information and belief, at all times relevant herein it was the policy  
12 and practice of Defendant Blackburn Luxury Homes LLC, and their respective agents  
13 and employees, not to rent to Section 8 recipients. As the result of this policy and  
14 practice, Plaintiff was prevented and deterred from renting at 8360 Blackburn Avenue.

15 218. On information and belief, it continues to be the policy and practice of  
16 Defendant Blackburn Luxury Homes LLC, and their respective agents and employees,  
17 not to rent to Section 8 recipients.

18  
19 **Attempt to Rent at 1701 Malcolm Avenue**

20 219. Defendant Christian A Mastor, in their capacity as the trustee of the  
21 Mastor Christian A Trust is, and at all times relevant herein was, the titleholder of the  
22 multifamily residential rental property located at 1701 Malcolm Avenue in the City of  
23 Los Angeles.

24 220. Defendant Christian A Mastor, in their capacity as the trustee of the  
25 Mastor Christian A Trust is an “owner” of housing accommodations within the meaning  
26 of FEHA, Government Code §12927, subd. (e).

27 221. Each of the units at 1701 Malcolm Avenue constitutes a “housing  
28 accommodation” within the meaning of FEHA, Government Code §12927, subd. (d).

1           222. On or about November 7, 2024, Plaintiff responded to an advertisement  
2 for a 2-bedroom unit for rent at 1701 Malcolm Avenue for \$3,475/month. In a subsequent  
3 text message exchange on November 15, 2024, Plaintiff asked “Do u take section 8?” In  
4 response, Plaintiff received a message from “Maurice” stating, “I’m sorry we do not take  
5 section 8.”

6           223. Upon information and belief, Maurice was an agent of Defendant  
7 Christian A Mastor, in their capacity as the trustee of the Mastor Christian A Trust, at the  
8 time of Plaintiff’s inquiry about the unit at 1701 Malcolm Avenue.

9           224. Upon information and belief, Maurice was authorized by and/or acting on  
10 behalf of Defendant Christian A Mastor, in their capacity as the trustee of the Mastor  
11 Christian A Trust, at the time of Plaintiff’s inquiry about the unit at 1701 Malcolm  
12 Avenue.

13           225. Upon information and belief, at all times relevant herein it was the policy  
14 and practice of Defendant Christian A Mastor, in their capacity as the trustee of the  
15 Mastor Christian A Trust, and their respective agents and employees, not to rent to  
16 Section 8 recipients. As the result of this policy and practice, Plaintiff was prevented and  
17 deterred from renting at 1701 Malcolm Avenue.

18           226. On information and belief, it continues to be the policy and practice of  
19 Defendant Christian A Mastor, in their capacity as the trustee of the Mastor Christian A  
20 Trust, and their respective agents and employees, not to rent to Section 8 recipients.

21  
22 **Attempt to Rent at 6617 Orange Street**

23           227. Defendant NMK 6617 Orange Street LLC is, and at all times relevant  
24 herein was, the titleholder of the multifamily residential rental property located at 6617  
25 Orange Street in the City of Los Angeles.

26           228. Defendant NMK 6617 Orange Street LLC is an “owner” of housing  
27 accommodations within the meaning of FEHA, Government Code §12927, subd. (e).

28           229. Each of the units at 6617 Orange Street constitutes a “housing

1 accommodation” within the meaning of FEHA, Government Code §12927, subd. (d).

2 230. On or about December 2, 2024, Plaintiff responded to an advertisement  
3 for a 2-bedroom unit for rent at 6617 Orange Street for \$2,950/month. In response,  
4 Plaintiff received a message from “Dmitriy” confirming the availability of two units at  
5 the property. Plaintiff asked if section 8 would be accepted, and Dmitriy responded “We  
6 do not accept section 8 at this time.”

7 231. Upon information and belief, Dmitriy was an agent of Defendant NMK  
8 6617 Orange Street LLC at the time of Plaintiff’s inquiry about the unit at 6617 Orange  
9 Street.

10 232. Upon information and belief, Dmitriy was authorized by and/or acting on  
11 behalf of Defendant NMK 6617 Orange Street LLC at the time of Plaintiff’s inquiry  
12 about the unit at 6617 Orange Street.

13 233. Upon information and belief, at all times relevant herein it was the policy  
14 and practice of Defendant NMK 6617 Orange Street LLC, and their respective agents and  
15 employees, not to rent to Section 8 recipients. As the result of this policy and practice,  
16 Plaintiff was prevented and deterred from renting at 6617 Orange Street.

17 234. On information and belief, it continues to be the policy and practice of  
18 Defendant NMK 6617 Orange Street LLC, and their respective agents and employees,  
19 not to rent to Section 8 recipients.

20  
21 **Attempt to Rent at 1414 Stearns Drive**

22 235. Defendant Accuratime Corporation Defined Benefit Pension Plan and  
23 Trust is, and at all times relevant herein was, the titleholder of an accessory dwelling unit  
24 located at 1414 Stearns Drive in the City of Los Angeles.

25 236. At all times relevant herein, Defendant MD Realty Inc., has done business  
26 as MD Properties, a boutique real estate brokerage firm. Defendant MD Realty Inc. is,  
27 and at all times relevant herein was, the entity responsible for managing the rental of the  
28 accessory dwelling unit located at 1414 Stearns Drive in the City of Los Angeles.



1           237. Defendant Accuratime Corporation Defined Benefit Pension Plan and  
2 Trust is an “owner” of housing accommodations within the meaning of FEHA,  
3 Government Code §12927, subd. (e).

4           238. Defendant MD Realty Inc. is an “owner” of housing accommodations  
5 within the meaning of FEHA, Government Code §12927, subd. (e).

6           239. The accessory dwelling unit at 1414 Stearns Drive constitutes a “housing  
7 accommodation” within the meaning of FEHA, Government Code §12927, subd. (d).

8           240. On or about December 2, 2024, Plaintiff responded to an advertisement  
9 for a 2-bedroom unit for rent at 1414 Stearns Drive for \$3,500/month. He asked, “Do u  
10 accept section 8 voucher?” In response, Plaintiff received a message from an agent of  
11 Defendant MD Realty Inc. named “Fiona Falanga” stating “sorry we don’t.”

12           241. Upon information and belief, Defendant MD Realty Inc. and Fiona  
13 Falanga were acting as agents of Defendant Accuratime Corporation Defined Benefit  
14 Pension Plan and Trust at the time of Plaintiff’s inquiry about the unit at 1414 Stearns  
15 Drive.

16           242. Upon information and belief, Defendant MD Realty Inc. and Fiona  
17 Falanga were authorized by and/or acting on behalf of Defendant Accuratime  
18 Corporation Defined Benefit Pension Plan and Trust at the time of Plaintiff’s inquiry  
19 about the unit at 1414 Stearns Drive.

20           243. Upon information and belief, at all times relevant herein it was the policy  
21 and practice of Defendant Accuratime Corporation Defined Benefit Pension Plan and  
22 Trust and/or Defendant MD Realty Inc., and their respective agents and employees, not to  
23 rent to Section 8 recipients. As the result of this policy and practice, Plaintiff was  
24 prevented and deterred from renting at 1414 Stearns Drive.

25           244. On information and belief, it continues to be the policy and practice of  
26 Defendant Accuratime Corporation Defined Benefit Pension Plan and Trust and/or  
27 Defendant MD Realty Inc., and their respective agents and employees, not to rent to  
28 Section 8 recipients.

1 **Attempt to Rent at 2345 Merton Avenue**

2 245. Defendant Merton Investment Group LTD is, and at all times relevant  
3 herein was, the titleholder of the multifamily residential rental property located at 2345  
4 Merton Avenue in the City of Los Angeles.

5 246. Defendant Merton Investment Group LTD is an “owner” of housing  
6 accommodations within the meaning of FEHA, Government Code §12927, subd. (e).

7 247. Each of the units at 2345 Merton Avenue constitutes a “housing  
8 accommodation” within the meaning of FEHA, Government Code §12927, subd. (d).

9 248. On or about December 2, 2024, Plaintiff responded to an advertisement  
10 for a 2-bedroom unit for rent at 2345 Merton Avenue for \$2,395/month. In response,  
11 Plaintiff received a voicemail message from “Dustin,” offering him a tour of the unit.  
12 Plaintiff texted Dustin in response to the voicemail, to ask a question about the utilities  
13 included. Dustin responded to that text message. Plaintiff then texted Dustin to confirm  
14 his availability for a tour the next day, December 3, 2025. In this text, Plaintiff also asked  
15 if section 8 would be accepted. Defendant did not respond. Plaintiff followed up with text  
16 messages later that day, as well as on December 4 and December 5. Plaintiff received no  
17 response to any of these communications. Once learning the Plaintiff had a Section 8  
18 voucher, Dustin completely ceased communicating with Plaintiff.

19 249. Upon information and belief, Dustin was an agent of Defendant Merton  
20 Investment Group LTD at the time of Plaintiff’s inquiry about the unit at 2345 Merton  
21 Avenue.

22 250. Upon information and belief, Dustin was authorized by and/or acting on  
23 behalf of Defendant Merton Investment Group LTD at the time of Plaintiff’s inquiry  
24 about the unit at 2345 Merton Avenue.

25 251. Upon information and belief, at all times relevant herein it was the policy  
26 and practice of Defendant Merton Investment Group LTD, and their respective agents  
27 and employees, not to rent to Section 8 recipients. As the result of this policy and  
28 practice, Plaintiff was prevented and deterred from renting at 2345 Merton Avenue.

1           252. On information and belief, it continues to be the policy and practice of  
2 Defendant Merton Investment Group LTD, and their respective agents and employees,  
3 not to rent to Section 8 recipients.  
4

5           **C. Plaintiff's Injuries**

6           253. As a proximate result of Defendants' discriminatory policies and practices  
7 as alleged herein, Plaintiff was prevented from applying for and/or renting multiple  
8 housing units in the City of Los Angeles and his housing search was unnecessarily  
9 extended. Additionally, as Plaintiff's prior tenancy had already ended, he was forced to  
10 stay on the couches of friends, and/or to pay for hotel rooms as he continued to search for  
11 housing. This impacted Plaintiff's access to, and ability to receive necessary disability-  
12 related services and support from his live-in aide, and caused him to suffer damages,  
13 including the loss of housing opportunities, emotional and physical distress, loss of civil  
14 rights, frustration, difficulty and embarrassment.

15           254. Although Plaintiff eventually found another unit to rent at \$3,775/month,  
16 effective December 21, 2024, it is more expensive than nineteen of the twenty-two  
17 housing units he was prevented from renting as alleged herein.  
18

19           **D. Entitlement to Injunctive and Declaratory Relief**

20           255. There now exists an actual controversy between the parties regarding  
21 Defendants' duties under state and local fair housing law. Accordingly, Plaintiff is  
22 entitled to declaratory relief.

23           256. The nature of Defendants' discrimination constitutes an ongoing violation  
24 for which Plaintiff has no plain, speedy, or adequate remedy at law. Unless the relief  
25 herein is granted, Plaintiff will suffer irreparable harm in that housing throughout will  
26 continue to be unavailable to him as a Section 8 voucher holder, and that Defendants will  
27 continue to send and spread an incorrect message to the community – that is – that it is  
28 permissible to deny housing to individuals based on their source of income.

1           257. Until Defendants’ unlawful practices are enjoined, Plaintiff and other  
2 similarly situated persons will continue to be denied full and equal use and enjoyment of  
3 housing offered by Defendants to the general public and will suffer ongoing and  
4 irreparable injury.

5  
6           **E. Right to Punitive Damages**

7           258. Discrimination in the rental of housing accommodations on the basis of an  
8 individual’s source of income has been explicitly illegal under FEHA and the Los  
9 Angeles Municipal Code since January 2020. Each of the Defendants is presumed to  
10 have known of their obligation not to discriminate against prospective tenants based on  
11 their source of income, and on information and belief, each of the Defendants had actual  
12 notice of their legal obligation to avoid such discrimination.

13           259. There have been a number of high-profile complaints and news articles in  
14 Los Angeles regarding Section 8 discrimination. *See, e.g.*, “Housing nonprofit alleges  
15 widespread discrimination against Section 8 tenants in California”  
16 (<https://www.latimes.com/california/story/2024-10-08/section-8-discrimination>);  
17 “Investigation finds widespread discrimination against Section 8 tenants in California”  
18 ([https://apnews.com/article/california-section-8-housing-vouchers-discrimination-](https://apnews.com/article/california-section-8-housing-vouchers-discrimination-investigation-e248f2c3fdf4818a28da8478084321b3)  
19 [investigation-e248f2c3fdf4818a28da8478084321b3](https://apnews.com/article/california-section-8-housing-vouchers-discrimination-investigation-e248f2c3fdf4818a28da8478084321b3)); “DREDF and LAFLA Sue 22  
20 Housing Providers for Source-Of-Income Discrimination in Los Angeles”  
21 ([https://lafla.org/stories-events/dredf-and-lafla-sue-22-housing-providers-for-source-of-](https://lafla.org/stories-events/dredf-and-lafla-sue-22-housing-providers-for-source-of-income-discrimination-in-los-angeles)  
22 [income-discrimination-in-los-angeles](https://lafla.org/stories-events/dredf-and-lafla-sue-22-housing-providers-for-source-of-income-discrimination-in-los-angeles)); “California Outlawed Section 8 Housing  
23 Discrimination. Why it Still Persists” ([https://www.latimes.com/california/story/2022-11-](https://www.latimes.com/california/story/2022-11-19/california-outlawed-section-8-housing-discrimination-why-it-still-persists)  
24 [19/california-outlawed-section-8-housing-discrimination-why-it-still-persists](https://www.latimes.com/california/story/2022-11-19/california-outlawed-section-8-housing-discrimination-why-it-still-persists)); “New  
25 2020 law #4: No more discriminating against renters who have housing vouchers”  
26 ([https://calmatters.org/economy/2019/12/california-2020-law-housing-discrimination-](https://calmatters.org/economy/2019/12/california-2020-law-housing-discrimination-section-8-video/)  
27 [section-8-video/](https://calmatters.org/economy/2019/12/california-2020-law-housing-discrimination-section-8-video/)). On information and belief, each of the Defendants was aware of these  
28 complaints and articles and/or similar complaints and articles.



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

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

8           7.       Plaintiff is, and at all times relevant herein was, a recipient of Section 8  
9 and entitled to protection under FEHA’s prohibition on source of income discrimination.

10          8.       As alleged above, each of the Defendants is an “owner” of “housing  
11 accommodations” as defined by FEHA.

12          9.       Each of the Defendants is also a “person” as defined under FEHA. Cal.  
13 Gov’t Code § 12927(f).

14          10.       Plaintiff sought to rent housing accommodations from each of the  
15 Defendants using his Section 8 voucher and was told that Section 8 was not accepted.

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

20          12.       In acting as alleged herein, Defendants committed discriminatory housing  
21 practices, in violation of FEHA. Defendants’ unlawful conduct includes the following:

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

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

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

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

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

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

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

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

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

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

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

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

13  
14 **Second Cause of Action**

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

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

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

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

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

28 25. Plaintiff is an "aggrieved" person within the meaning of the FEHA. Cal.



1 Gov't Code § 12927(g). As the direct and proximate result of each of the Defendants'  
2 violations of subdivisions (c) of California Government Code section 12955, Plaintiff  
3 suffered damages, including the loss of housing opportunities, emotional and physical  
4 distress, loss of civil rights, frustration, difficulty and embarrassment. Defendants'  
5 misconduct also caused Plaintiff great inconvenience; in that he had to spend more time  
6 and energy on his housing search than he would have if Defendants had not engaged in  
7 discrimination against him.

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

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

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

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

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

27 31. The nature of each of the Defendants' discrimination under subdivision (c)  
28 of California Government Code section 12955 constitutes an ongoing violation. Until the

1 discriminatory policies and practices of each of the Defendants are enjoined, Plaintiff and  
2 other similarly situated persons will continue to be denied full and equal use and  
3 enjoyment of the housing offered by Defendants to the general public and will suffer  
4 ongoing and irreparable injury.

5 32. As a person aggrieved by the Defendants' violations of FEHA, Plaintiff is  
6 entitled to injunctive relief and damages, including punitive damages. (Cal. Gov't. Code  
7 § 12989.2.)

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

10 **Third Cause of Action**  
11 **Violation of the Unruh Civil Rights Act**  
12 **(Cal. Civ. Code § 51 *et seq.*)**

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

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

22 36. The California Supreme Court has repeatedly interpreted the Unruh Act as  
23 protecting classes other than those listed on its face. *See e.g., In re Cox*, 3 Cal. 3d 205,  
24 212, 474 P.2d 992, 995 (1970) ("[B]oth [the Unruh Act's] history and its language  
25 disclose a clear and large design to interdict all arbitrary discrimination by a business  
26 enterprise. That the act specifies particular kinds of discrimination ... serves as  
27 illustrative, rather than restrictive, indicia of the type of conduct condemned.")  
28

1           37.     The provisions of FEHA explicitly extend the prohibition on source of  
2 income discrimination to persons subject to the Unruh Act. *See*, Cal. Gov't Code §  
3 12955(d) (prohibiting “any person subject to the provisions of Section 51 of the Civil  
4 Code, as that section applies to housing accommodations, to discriminate against any  
5 person on the basis of ... source of income ....”).

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

9           39.     Each of the Defendants is a “person” within the meaning of the Unruh Act.

10          40.     Each of the Defendants are in the business of renting housing  
11 accommodations and must comply with the provisions of the Unruh Act.

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

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

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

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

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

28          46.     As the direct and proximate result of each of the Defendants’ refusal to

1 rent to Plaintiff based on his status as a Section 8 recipient, Plaintiff suffered damages,  
2 including the loss of housing opportunities, emotional and physical distress, loss of civil  
3 rights, frustration, difficulty and embarrassment. Defendants' misconduct also caused  
4 Plaintiff great inconvenience; in that he had to spend more time and energy on his  
5 housing search than he would have if Defendants had not engaged in discrimination  
6 against him.

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

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

15 49. As a person aggrieved by the Defendants' violations of the Unruh Act,  
16 Plaintiff is entitled to injunctive relief, actual damages, and any amount that may be  
17 determined by a jury, or a court sitting without a jury, up to a maximum of three times the  
18 amount of actual damage but in no case less than four thousand dollars (\$4,000). (Cal.  
19 Civ. Code § 52.)

20 50. Wherefore, Plaintiff prays for relief as set forth below.

21  
22 **Fourth Cause of Action**

23 **Violation of California's Unfair Competition Law**

24 **(Business and Professions Code § 17200, et seq.)**

25 51. Plaintiffs re-plead the allegations contained in each of the foregoing  
26 paragraphs and incorporate them herein as if separately re-pled.

27 52. California's Unfair Competition Law ("UCL") makes actionable any  
28 "unlawful, unfair or fraudulent business act or practice." (Bus. & Prof. Code, § 17200.)

1 An unlawful business act or practice includes any “act or practice, committed pursuant to  
2 business activity, that is at the same time forbidden by law.” (*People ex rel. Harris v. Pac*  
3 *Anchor Transp., Inc.* (2011) 195 Cal.App.4th 765, 773 [quoting *Bernardo v. Planned*  
4 *Parenthood Federation of Am.* (2004) 115 Cal.App.4th 322, 351-352].)

5 53. Defendants engaged in unfair or unlawful practices, including but not  
6 limited to, violation of the statutory provisions alleged herein, in violation of the UCL.

7 54. Plaintiff is a “person” as defined by the UCL. (Bus. & Prof Code, §  
8 17201.)

9 55. Plaintiff has “suffered injury in fact and [have] lost money or property as a  
10 result of [Defendants’] unfair competition” meeting the standing requirements of Section  
11 17204 of the UCL. Plaintiff has incurred, and continues to incur, costs in the form of  
12 additional housing application fees and rental expenses. Accordingly, Plaintiff is entitled  
13 to relief according to proof pursuant to Business and Professions Code sections 17204-  
14 17208.

15 56. This Court has the authority to enjoin Defendants’ unfair business  
16 practices pursuant to Business and Professions Code section 17203.

17 57. Wherefore, Plaintiff prays for relief as set forth below.

18  
19 **Fifth Cause of Action**

20 **Violation of the Los Angeles Municipal Code, Chapter IV, Article 5.6.1**

21 58. Plaintiff re-pleads the allegations contained in each of the foregoing  
22 paragraphs and incorporates them herein as if separately re-pled.

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

28 60. As a result of the Ordinance, since January 1, 2020 it has been “unlawful

1 for any person offering for rent, renting, or listing any housing accommodation” in the  
2 City of Los Angeles to:

- 3 a. “[b]ased upon a person’s source of income, refuse to rent or lease ... a  
4 housing accommodation; refuse to enter into ... a rental agreement, lease  
5 or housing assistance payment contract ... or otherwise deny or withhold, a  
6 housing accommodation or housing services or amenities” (Los Angeles  
7 Municipal Code, § 45.67(A)); or  
8 b. “[m]ake, print, or publish, or cause to be made, printed, or published  
9 through any medium, any notice, statement, sign, advertisement,  
10 application, or contract, with regard to any housing accommodation  
11 offered for rent, including but not limited to the accepted form(s) of  
12 payment for the housing accommodation, that indicates any preference,  
13 limitation, or discrimination based upon a person’s source of income”  
14 (Los Angeles Municipal Code, § 45.67(D).)

15 61. “Source of income” under the Los Angeles Municipal Code includes  
16 “[a]ny lawful source of income, rental assistance, subsidy, or financial aid from any  
17 person, including but not limited to a federal, state or local government, or non-profit or  
18 charitable agency, whether paid directly to the program participant, landlord or their  
19 representative, including but not limited to **the Section 8 voucher program**, the Los  
20 Angeles Homeless Services Authority’s Rapid Re- Housing program or any other  
21 housing subsidy program, homeless assistance or prevention program or security deposit  
22 assistance program.” (Los Angeles Municipal Code section 45.66(D) (emphasis added).)

23 62. Plaintiff is a recipient of Section 8 benefits entitled to protection from  
24 source of income discrimination under the Los Angeles’ Municipal Code. (*See* Los  
25 Angeles Municipal Code, § 45.66(D).)

26 63. Each of the Defendants is a “person” as defined by Los Angeles Municipal  
27 Code section 45.66(B).

28 64. Each of the Defendants offers “housing accommodations” for rent or lease

1 in the City of Los Angeles, as that term is defined by Los Angeles Municipal Code,  
2 section 45.66(A).

3 65. In acting as alleged herein, each of the Defendants violated the Los  
4 Angeles Municipal Code by discriminating against Plaintiff based on his status as a  
5 Section 8 recipient, and by making written statements to Plaintiff indicating a preference,  
6 limitation, and discrimination based on source of income.

7 66. There now exists an actual controversy between the parties regarding  
8 Plaintiff's rights and Defendants' duties under the Los Angeles Municipal Code.  
9 Accordingly, Plaintiff seeks a declaration that Defendants have violated the Code.

10 67. The nature of each of the Defendants' discrimination under the Los  
11 Angeles Municipal Code constitutes an ongoing violation. Until the discriminatory  
12 policies and practices of each of the Defendants are enjoined, Plaintiff and other similarly  
13 situated persons will continue to be denied full and equal use and enjoyment of the  
14 housing offered by Defendants to the general public and will suffer ongoing and  
15 irreparable injury.

16 68. Plaintiff was aggrieved by Defendants' violation of the Los Angeles  
17 Municipal Code. Defendants' actions caused Plaintiff to suffer damages, including the loss  
18 of housing opportunities, emotional and physical distress, loss of civil rights, frustration,  
19 difficulty and embarrassment.

20 69. Plaintiff is entitled to injunctive relief and minimum statutory damages of  
21 "three times the amount of one month's rent" that the Defendant charges for the housing  
22 accommodation at issue. (Los Angeles Municipal Code, § 45.68(A).)

23 70. Wherefore, Plaintiff prays for relief as set forth below.  
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**Sixth Cause of Action**  
**Negligence (as an alternative/additional theory of liability)**  
**(Cal. Civil Code §1714)**

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

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

73. Defendants negligently violated their duty to Plaintiff by engaging in discrimination based on Plaintiff’s receipt of Section 8 benefits. Defendants’ violation of that duty was the result of negligence, including but not limited to:

- a. The negligent failure to educate and train themselves and their agents regarding the requirements of California’s fair housing and anti-discrimination laws and the City of Los Angeles’ Municipal Code; and
- b. The negligent failure to operate their rental properties in conformity with accepted industry custom and standards.

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

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

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



1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff respectfully requests that this Court:

3 1. Declare that Defendants’ policies, practices, acts and omissions as set forth  
4 above violate the Fair Employment and Housing Act, Cal. Gov’t Code § 12955 *et seq.*, The  
5 Unruh Act, Cal. Civ. Code § 51 *et seq.*, and the Los Angeles Municipal Code, Chapter IV,  
6 Article 5.6.1.

7 2. Issue an injunction pursuant to the FEHA, Unruh Act, and Ordinance:

8 a. Ordering each of the Defendants to adopt and implement objective,  
9 uniform, nondiscriminatory standards in the advertising, operation and  
10 management of properties they own and operate, including the rental  
11 property specified in this Complaint;

12 b. Ordering each of the Defendants to submit themselves and their agents  
13 to fair housing training, including training on the housing rights of  
14 Section 8 recipients;

15 c. Enjoining Defendants from withholding housing, or otherwise making  
16 housing unavailable on the basis of lawful source of income; and

17 d. Enjoining Defendants from refusing to rent to individuals or  
18 households who receive low-income housing assistance through  
19 federal, state, or local housing subsidies, including, but not limited to,  
20 federal housing assistance vouchers issued under Section 8 of the  
21 United States Housing Act of 1937 (42 U.S.C. Sec. 1437f).

22 3. Award Plaintiff general, compensatory, and statutory damages against each  
23 of the Defendants in the amounts set forth below *at a minimum*. These amounts represent  
24 the minimum amount of damages available under the Los Angeles Municipal Code (*i.e.*,  
25 3x the rent of the unit at issue); minimum statutory damages available under the Unruh  
26 Act (*i.e.*, \$4,000); reimbursement of out-of-pocket damages allowable under the UCL  
27 (*i.e.*, where applicable, the rent differential over the course of a 1-year lease); and  
28 damages for loss of housing opportunity and emotional and physical distress.

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- a. Beverly Hills Properties, LLC: \$37,935
- b. Blackwelder LLC, 732 Slab LLC, and Jonathan Tsai dba Red Apple Real Estate: \$35,550
- c. 14 For Rent, LLC and Jerome J Nash, in their capacity as the trustee of the Jerome J Nash Trust: \$41,445
- d. Rita Hand, in their capacity as the trustee of the Hand Michael D and Rita Trust: \$35,550
- e. NMK 1000 S Wooster Street LLC: \$39,600
- f. Eric Wang, in their capacity as the co-trustee of the E Y Wang and Y Z Ding Trust: \$36,000
- g. Pintl 1625 Butler LLC: \$36,450
- h. 1887 Greenfield Ave No 206 LLC: \$35,397
- i. Fortune Company LLC: \$39,150
- j. Mercury A&E LLC and Saturn E&E LLC: \$37,845
- k. Chen Dezheng and Ziyu Dezheng: \$38,880
- l. Yang Man Kook, in their capacity as the co-trustee of the Yang Family Trust: \$46,800
- m. Empire Plaza Company LLC and Defendant Dromy International Investment Corporation: \$37,845
- n. Royal Group Management LLC: \$38,250
- o. Seewai Chan Wong and Melanie Wu Chan Wong: \$37,800
- p. 1811 Investment Company LLC and Defendant Dromy International Investment Corporation: \$48,609
- q. Kaveri Prasad: \$35,400
- r. Blackburn Luxury Homes LLC: \$42,750
- s. Christian A Mastor, in their capacity as the trustee of the Mastor Christian A Trust: \$38,025
- t. NMK 6617 Orange Street LLC: \$42,750

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u. Accuratime Corporation Defined Benefit Pension Plan and Trust  
and MD Realty Inc.: \$37,800

v. Merton Investment Group LTD: \$47,745

4. Award Plaintiff punitive damages according to proof;

5. Award Plaintiff attorneys' fees, litigation expenses, and costs of suit, as  
provided by law; and

6. Award such other and further relief as the Court may deem just and proper.

**DEMAND FOR TRIAL BY JURY**

Plaintiff hereby demands a jury trial.

Respectfully Submitted,

DISABILITY RIGHTS EDUCATION  
AND DEFENSE FUND

Dated: January 29, 2025

By: Michelle Uzeta  
Michelle Uzeta  
Attorneys for Plaintiff, DREDF

1 DISABILITY RIGHTS EDUCATION  
& DEFENSE FUND

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Berkeley, CA 94703

Tel: 510-644-2555

7 Attorneys for Plaintiff

8 SUPERIOR COURT OF CALIFORNIA  
9 COUNTY OF LOS ANGELES

10 Angel Frenes,

11 Plaintiff,

12 v.

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14 Beverly Hills Properties, LLC; Blackwelder  
15 LLC; 732 Slab LLC; Jonathan Tsai dba Red  
16 Apple Real Estate; 14 For Rent, LLC;  
17 Jerome J Nash, in their capacity as the  
18 trustee of the Jerome J Nash Trust; Rita  
19 Hand, in their capacity as the trustee of the  
20 Hand Michael D and Rita Trust; NMK 1000  
21 S Wooster Street LLC; Eric Wang, in their  
22 capacity as the co-trustee of the E Y Wang  
23 and Y Z Ding Trust; Pintl 1625 Butler LLC;  
24 1887 Greenfield Ave No 206 LLC; Fortune  
25 Company LLC; Mercury A&E LLC; Saturn  
26 E&E LLC; Chen Dezheng and Ziyu  
27 Dezheng; Yang Man Kook, in their capacity  
28 as the co-trustee of the Yang Family Trust;  
Empire Plaza Company LLC; Dromy  
International Investment Corporation; Royal  
Group Management LLC; Seewai Chan  
Wong and Melanie Wu Chan Wong; 1811  
Investment Company LLC; Kaveri Prasad;  
Blackburn Luxury Homes LLC; Christian A  
Mastor, in their capacity as the trustee of the  
Mastor Christian A Trust; and NMK 6617

Case No.:

**VERIFICATION**

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Orange Street LLC; Accuratime Corporation Defined Benefit Pension Plan and Trust; MD Realty Inc.; Merton Investment Group LTD; and DOES 1-10, inclusive,  
  
Defendants.

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**VERIFICATION**

I, Angel Frenes, am the Plaintiff in the above-entitled action. I have read the foregoing complaint titled Angel Frenes v. Beverly Hills Properties, LLC; Blackwelder LLC; 732 Slab LLC; Jonathan Tsai dba Red Apple Real Estate; 14 For Rent, LLC; Jerome J Nash, in their capacity as the trustee of the Jerome J Nash Trust; Rita Hand, in their capacity as the trustee of the Hand Michael D and Rita Trust; NMK 1000 S Wooster Street LLC; Eric Wang, in their capacity as the co-trustee of the E Y Wang and Y Z Ding Trust; Pintl 1625 Butler LLC; 1887 Greenfield Ave No 206 LLC; Fortune Company LLC; Mercury A&E LLC; Saturn E&E LLC; Chen Dezheng and Ziyu Dezheng; Yang Man Kook, in their capacity as the co-trustee of the Yang Family Trust; Empire Plaza Company LLC; Dromy International Investment Corporation; Royal Group Management LLC; Seewai Chan Wong and Melanie Wu Chan Wong; 1811 Investment Company LLC; Kaveri Prasad; Blackburn Luxury Homes LLC; Christian A Mastor, in their capacity as the trustee of the Mastor Christian A Trust; and NMK 6617 Orange Street LLC; Accuratime Corporation Defined Benefit Pension Plan and Trust; MD Realty Inc.; Merton Investment Group LTD; and DOES 1-10, inclusive, 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.

Executed on January 29, 2025, in Los Angeles, California.

By:   
Angel Frenes