

1 DISABILITY RIGHTS EDUCATION
& DEFENSE FUND

2 Michelle Uzeta, Esq., SBN 164402

3 muzeta@dredf.org

4 Francesca Simon, Esq., SBN 359441

5 fsimon@dredf.org

6 3075 Adeline Street, Suite 210

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.

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,

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
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:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.³ A voucher has an initial term of 60 days,
3 and it may be extended.⁴

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.⁵

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.⁶

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.⁷

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
25

26 ³ 24 C.F.R. § 982.4(b) (2010).

27 ⁴ 24 C.F.R. § 982.303(a) and (b) (2010).

28 ⁵ 24 C.F.R. § 982.302(b) and (c) (2010).

⁶ 24 C.F.R. § 982.1(b)(2) (2010).

⁷ 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.⁸

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

28 _____
⁸ 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.

27
28

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

1 222. 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.
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

2 Michelle Uzeta, Esq., SBN 164402

3 muzeta@dredf.org

4 Francesca Simon, Esq., SBN 359441

5 fsimon@dredf.org

6 3075 Adeline Street, Suite 210

Berkeley, CA 94703

Tel: 510-644-2555

7 Attorneys for Plaintiff

8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF LOS ANGELES

10 Angel Frenes,

Case No.:

11 Plaintiff,

VERIFICATION

12 v.

13
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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

Defendants.

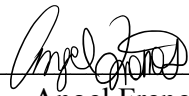
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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