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IN THE SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, WEST DISTRICT-UNLIMITED

ZANDRA ST. JAMES, an individual,

Plaintiff,

vs.

BARBARA BILLS, WIB HOLDINGS, LLC,
And DOES 1-10,

Defendants.

Case No.

**COMPLAINT FOR DECLARATORY
RELIEF, INJUNCTIVE RELIEF, AND
DAMAGES; DEMAND FOR JURY
TRIAL**

1. Violation of the California Fair Employment & Housing Act
2. Violation of the California Unruh Civil Rights Act
3. Violation of the Santa Monica Anti-Discrimination Law (SMMC § 4.28.030)
4. Violation of the Santa Monica Tenant Harassment Ordinance (SMMC §4.56.020)
5. Elder Abuse
6. Unfair Business Practices

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I. INTRODUCTION

1. Every person should have the ability to secure a decent and affordable home. But in California, where the issues of housing and homelessness have reached crisis levels, too many residents are unable to access affordable housing. Roughly 300,000 low-income Californians—including many extremely low-income families as well as elderly and disabled Californians—rely on government subsidies in the form of portable housing vouchers so that they can afford decent, safe, and sanitary housing in California’s private rental market. Recognizing that these subsidies are underutilized because residents are unable to find landlords willing to accept them, the state legislature added them to the protected class of “source of income” under California’s Fair Employment and Housing Act (FEHA) so landlords may not unfairly reject otherwise qualified voucher-holders as renters.

2. After living in her Santa Monica apartment for 38 years, Plaintiff Zandra St. James, a disabled senior on a fixed income, received a Section 8 Housing Choice Voucher (“Housing Choice Voucher” or “Voucher”) to subsidize her rent in 2018. Defendants Barbara Bills and WIB Holdings, LLC, the landlords of the property where she lives, refuse to accept Ms. St. James’ subsidy, although they have no other reason to reject her as a tenant given her long and continuing tenure. Ms. St. James, urgently needs the relief of the housing subsidy provided by her Housing Choice Voucher because the rental rate for her apartment now constitutes nearly 100% of her income even with the protection of rent control (\$925 plus fees and surcharges of her \$995 in monthly income). By rejecting her Voucher, Defendants attempt to achieve what they otherwise would not be able to do under Santa Monica’s tenant protection laws—force Ms. St. James to leave her apartment so they can dramatically increase the rent for another tenant.

3. Ms. St. James brings this action for declaratory relief, injunctive relief, and damages against Defendants Bills and WIB Holdings, alleging discrimination in the rental of housing based on Ms. St. James’ source of income, tenant harassment, elder abuse, unfair and illegal business practices, and negligence.

II. BACKGROUND

4. California is the national poster child for high housing costs and homelessness. Currently,

1 the median monthly rent paid for a one-bedroom apartment in California is \$1,906. In 2019, the
2 average rent in Los Angeles County was \$2,230.

3 5. More specifically, as of May 2019, Santa Monica was among the top five most costly
4 cities in the nation to rent a one-bedroom apartment, at \$3,786.36 per month, 187.24% above the
5 national average. In the fourth quarter of 2019, the average rent in Santa Monica was \$3,851. In
6 2018, the median rent for a one-bedroom rent-controlled apartment in Santa Monica was \$2,395. Not
7 even a studio in Santa Monica was affordable to a household making the area's median income, and
8 to afford any unit larger than a studio, a household would need a six-figure income.

9 6. As real estate values increase and market rents skyrocket in Santa Monica, tenants with
10 low incomes have an increasingly difficult time locating affordable housing, and many individuals
11 and families wind up homeless. The number of affordable Santa Monica apartments has fallen
12 dramatically in the last 20 years. In 1998, the rent for 84 percent of rent-controlled units were
13 affordable to low-income households. In 2018, just four percent of controlled units' rents could be
14 considered affordable to such households.

15 7. Roughly 300,000 low-income Californians—including many extremely low-income
16 families, elderly and disabled Californians—rely on government subsidies in the form of housing
17 vouchers, so that they can afford decent, safe, and sanitary housing in the private rental market. The
18 federal Section 8 Housing Choice Voucher Program ("Section 8 Program") is the largest such
19 program.

20 8. The purpose of the Section 8 Program is to provide decent housing to low-income families
21 and persons with disabilities. The program is generally designed to assist populations that are at high
22 risk for homelessness or for whom homelessness would have especially devastating consequences, by
23 subsidizing those tenants' rents for privately owned unit. The Section 8 Program also seeks to address
24 the segregation and isolation of low-income families and persons with disabilities within the rental
25 market by promoting economically mixed housing.

26 9. In order to use a Housing Choice Voucher, or a housing voucher issued under similar
27 programs, a participant-tenant must find a suitable housing unit and a landlord who will accept the
28 housing voucher before it expires, usually 60 days from when it was issued. Both statistical and

1 anecdotal evidence shows that many landlords refuse to take housing vouchers. Because it is so
2 difficult for voucher-holders to find a landlord that will accept them, they often lose their housing
3 vouchers, after having waited many years to be issued a voucher on the waitlist.

4 10. Under the Section 8 Program, the Department of Housing and Urban Development
5 (“HUD”) provides funding to the Housing Authority. The Housing Authority then makes a Housing
6 Assistance Payment (“HAP”) on behalf of the low-income tenant to the landlord. The amount of the
7 HAP is based on a formula that considers both the tenant’s income and the Payment Standard.¹

8 11. Of several alternative methods for addressing homelessness, housing vouchers are the
9 most successful. Studies have also shown that prohibiting discrimination against housing voucher
10 holders leads to higher rates of voucher utilization. Landlords’ refusal to accept housing vouchers is
11 also known to be a proxy for discriminating against people who are members of protected classes.

12 12. The City of Santa Monica has passed a series of tenant protections in order to address
13 the affordable housing and homelessness crises and to thwart unfair landlord practices designed to
14 harass tenants to vacate. These laws include, for example, the Santa Monica Rent Control Charter
15 Amendment (Santa Monica City Charter, Article XVIII (“Rent Control Law”), the Tenant Harassment
16 Ordinance (Santa Monica Municipal Code (“SMMC”), Chapter 4.56) (“Harassment Ordinance”); and,
17 most recently, in 2015, revisions to the Housing Anti-Discrimination Code (“Santa Monica Section 8
18 Discrimination Law”), SMMC, Chapter 4.28, prohibiting discrimination against tenants on the basis
19 of source of income, expressly covering tenants utilizing Housing Choice Vouchers or other housing
20 vouchers.

21 13. Following the lead of multiple local jurisdictions such as Santa Monica, on October 8,
22 2019, Governor Gavin Newsom signed Senate Bill 329 into law, amending the California Fair
23 Employment & Housing Act (“FEHA”), Government Code § 12955 *et seq.*, to prohibit housing
24 discrimination throughout the entire state, based on a renter’s “source of income,” including housing
25

26 ¹ The Housing Authority establishes a Payment Standard, which is the maximum total rent for a given unit based on
27 the size of the unit. The Housing Authority requires tenants to pay 30 percent of their adjusted income directly to the
28 landlord. The Housing Authority then pays the landlord the remainder of the rent, up to the Payment Standard. Since
2016, Santa Monica’s Payment Standards have been set at \$1,512 for a studio, \$1,930 for a one bedroom, \$2,640 for a
two bedroom, and \$3,366 for a three- or four-bedroom unit.

1 vouchers.

2 14. Defendants Barbara Bills and WIB Holdings LLC (“WIB”) are Santa Monica landlords
3 who have engaged in a campaign over many years to pressure Plaintiff Zandra St. James, their long-
4 term, elderly, and disabled tenant, to involuntarily vacate her rent-controlled unit. Most recently,
5 Defendants refused to accept Plaintiff’s Housing Choice Voucher issued by the Santa Monica Housing
6 Authority (the “Housing Authority”), with the intent of forcing Plaintiff to vacate her long-time home.

7 **II. PARTIES**

8 **A. Plaintiff Zandra St. James**

9 15. Plaintiff Zandra St. James (“Ms. St. James”) is, and, at all times mentioned and relevant
10 to this complaint, was an individual residing in the City of Santa Monica, County of Los Angeles,
11 State of California.

12 16. Ms. St. James is a 72-year old woman, who has been a tenant at 2435 Second Street, Unit
13 6, Santa Monica, California (the “Apartment”) since May 1981. Ms. St. James is disabled. She has a
14 brain lesion that causes her cognitive deficits, and she suffers from depression and anxiety.

15 17. Ms. St. James’ source of income for years has been from Social Security Disability
16 Insurance payments and Supplemental Security Income. Ms. St. James is an extremely low-income
17 individual because her income from these sources is less than 30% of Los Angeles County’s area
18 median income, as defined by the Department of Housing and Urban Development (“HUD”).

19 18. Ms. St. James is a “person” within the meaning of Government Code § 12927(f) and
20 Civil Code § 1761(c); an “aggrieved person” under Government Code § 12927 (g); a “senior adult”
21 under SMMC § 4.28.020 (b); and a “tenant” within the meaning of SMMC § 4.56.010 (i).

22 19. Ms. St. James is also a “senior citizen” and “disabled person” within the meaning of Civil
23 Code §§ 1761(f) and (g). She also qualifies as “elderly” under Welfare & Institutions Code (“W &
24 I”) § 15610.27.

25 **B. Defendants Barbara Bills and WIB Holding Company, LLC**

26 20. Defendant Barbara Bills (“Ms. Bills”) is and, at all times mentioned and relevant to this
27 complaint, was, an individual and a resident of the County of Los Angeles, State of California. Ms.
28 Bills is in the business of renting and managing several residential apartment complexes in Los

1 Angeles County, including the eight-unit apartment building at 2435 Second Street in Santa Monica,
2 California, where Ms. St. James resides (the "Second Street Property").

3 21. Additionally, upon information and belief, at all relevant times, Ms. Bills has had an
4 ownership interest, an economic interest, or both, in the Second Street Property; is the managing
5 partner of Defendant WIB Holdings, LLC ("WIB"), an agent of WIB, thereby having control of, and
6 decision-making authority with respect to, the Second Street Property; has also exercised real or
7 apparent authority regarding the Second Street Property; and has been responsible for complying with
8 all relevant laws, but has failed and refused to do so. Ms. St. James brings this case against Ms. Bills
9 in her individual capacity and as the owner and manager of the Second Street Property.

10 22. Defendant WIB is a limited liability corporation, formed under the laws of the State of
11 California and registered with the California Secretary of State. Plaintiff is informed and thereupon
12 alleges that, at all times relevant to this complaint, WIB owned and continues to own, the Second
13 Street Property, the subject of this lawsuit. Ms. St. James brings this case against WIB as the owner
14 and manager of the Property.

15 23. Defendants Bills and WIB are "owners" within the meaning of Government
16 Code § 12927 (e); "persons" within the meaning of Government Code § 12927(f) and Civil
17 Code § 1761(c); and, "landlords" within the meaning of SMMC §§ 4.56.010(f), 4.56.020, and
18 4.28.030.

19 24. Plaintiff is unaware of the true names and capacities, whether individual, corporate,
20 associate, or otherwise, of Defendants Does 1 through 10, inclusive, and therefore sues such
21 Defendants by fictitious names. Ms. St. James will seek to amend this Complaint to allege the true
22 names and capacities of Does 1 through 10 when the same have been ascertained. Ms. St. James is
23 informed and believes, and, based thereon, alleges that each of the fictitiously named Defendants is
24 responsible in some manner for the occurrences alleged herein, and that her damages as alleged herein
25 were legally and proximately caused by such acts.

26 25. Plaintiff is informed and believes, and thereon alleges that, at all times mentioned herein,
27 each and every defendant was the agent, servant, employee, co-conspirator, and/or representative of
28 each and every other defendant and was, in doing the things complained of herein, acting within the

1 scope of said agency, service, employment, conspiracy, and/or representation, and that each and every
2 defendant was acting within his/her actual or apparent authority with the full knowledge and consent
3 of each other defendant.

4 **III. FACTS**

5 **A. THE SECOND STREET PROPERTY**

6 26. On May 2, 1981, Ms. St. James entered into a written rental agreement with Walter Bills,
7 Ms. Bills' father, to rent the one-bedroom Apartment at \$317 per month. Walter Bills passed away in
8 1996. In 2004, Ms. Bills took over the management of the Second Street Property.

9 27. Unit 6 at the Second Street Property (the "Apartment") is a "rental housing unit" within
10 the meaning of SMMC §§ 4.56.010(h) and 4.56.020, and a "housing accommodation" as defined by
11 SMMC § 4.28.020 (a). Defendants are running a "business establishment" at the Second Street
12 Property and at other residential properties that they own and manage, within the meaning of Civil
13 Code § 51(b).

14 28. The Second Street Property is subject to the Santa Monica Rent Control Law, which
15 provides several tenant protections. The Rent Control Law requires that landlords have "just cause"
16 to evict their tenants.

17 **B. MS. BILLS AND WIB HARASS MS. ST. JAMES TO VACATE.**

18 29. Ever since Ms. Bills started managing the properties she inherited from her father in
19 2004, she began harassing Ms. St. James and other long-term tenants, intimidating them to vacate.
20 For purposes of this lawsuit, from January 2017 to the present, Defendants have, in bad faith: (i)
21 repeatedly lost Ms. St. James' rent checks and the key to the Apartment, blaming Ms. St. James; (ii)
22 Defendants abused the right to enter the Apartment by noticing unnecessary inspections based on an
23 excuse to check smoke detectors; and (iii) Ms. Bills posted a notice to enter on Ms. St. James' door
24 with the words "Give up or get out" handwritten on the front.

25 30. In addition, Defendants have delayed repairs, and, in some cases, refused to make repairs
26 or simply ignored repair requests. For example, Ms. St. James has been asking since November 2019
27 for her rusted and unusable bathtub to be repaired, but Defendants have done nothing about the
28 problem that prevents Ms. St. James from bathing in her own home. In other cases, Defendants have

1 made unwanted modifications to Ms. St. James' Apartment, including replacing her French glass door
2 with a solid door, and installing a full-size oven in her tiny kitchen.

3 31. Finally, from December 2018 to the present, Defendants have, in bad faith, repeatedly
4 refused to accept Ms. St. James' Housing Choice Voucher, which would assist her in paying the rent.

5 **C. MS. ST. JAMES RECEIVES A HOUSING CHOICE VOUCHER, AND**
6 **HOPES IT WILL ALLEVIATE HER RENT BURDEN.**

7 32. Over the years, Ms. St. James' income has not kept pace with the general rent
8 adjustments permitted by the Rent Control Law. Her income is presently \$995 per month; yet, the
9 Maximum Allowable Rent ("MAR") under the Rent Control Law, as of September 2019 for the
10 Apartment, is \$927, plus fees and surcharges. While this is far below market rate, it is still over 90
11 percent of Ms. St. James' income.

12 33. As a result, Ms. St. James is extremely rent-burdened. She is just one unexpected
13 expense away from losing her home of 38 years. After paying the rent to Ms. Bills each month, Ms.
14 St. James is left with less than \$100 to pay for food, clothing, and other necessities. She regularly
15 visits local food banks to get free food to supplement her meals and buys little else for herself. Ms.
16 St. James' financial state is not sustainable, and it is only a matter of time before an unforeseen expense
17 forces her to give up her longtime home.

18 34. In order to be able to continue to afford to live in her Apartment, Ms. St. James applied
19 to the Housing Authority for a Housing Choice Voucher. With a Housing Choice Voucher, Ms. St.
20 James would only have to pay 30 percent of her income towards rent, just over \$300, and would finally
21 have enough money left over each month to buy necessities.

22 35. On November 5, 2018, the Housing Authority notified Ms. St. James that, after 21
23 months on the Section 8 waitlist, she finally had a Housing Choice Voucher that she could use to help
24 pay her rent.

25 36. The voucher news understandably brought a feeling of relief to St. James. She had
26 moved into the apartment in 1981 at the age of 33. Thirty-eight years later, she is now 72 years old,
27 disabled, and with a fixed monthly income from Social Security retirement and disability checks.
28 With her Voucher, she can finally afford keep her long-term home.

1 **D. MS. BILLS AND WIB REFUSE TO ACCEPT MS. ST. JAMES' VOUCHER.**

2 37. Upon receiving the notification of the Voucher from the Housing Authority, Ms. St.
3 James filled out the Housing Authority's required Request for Tenancy Approval packet ("Packet").

4 38. On November 16, 2018, she sent the Packet, return-receipt requested via UPS, to Ms.
5 Bills for her to sign to accept the Voucher. Ms. Bills received the Packet on November 20, 2018.

6 39. Ms. St. James waited for Ms. Bills to return the Packet; instead, Ms. Bills' attorney
7 contacted her, offering her a buy-out of her tenancy.

8 40. On December 10, 2018, Ms. St. James sent an email to Ms. Bills asking about the Packet.
9 There was still no response.

10 41. On December 20, 2018, Ms. St. James re-sent the entire Packet and gave Ms. Bills until
11 January 7, 2019 to respond. In the meantime, her Voucher was set to expire on January 4, 2019. Ms.
12 St. James was forced to file a "proof-of-efforts" form with the Housing Authority to get an extension
13 on her Voucher.

14 42. On or about January 7, 2019—seven weeks after Ms. Bills first received the Packet—
15 Ms. Bills' attorney finally sent an email to the Santa Monica Housing Authority. The email cited
16 concerns about the City's Section 8 Program as a basis to refuse to sign Ms. St. James' Packet and
17 accept her Voucher. Specifically, Ms. Bills' attorney mentioned his clients' concern that the federal
18 and/or city governments could run out of money to fund the program.

19 43. On January 30, 2019, through counsel, Ms. St. James asked Ms. Bills to reconsider her
20 refusal to accept Ms. St. James' Housing Choice Voucher. The email further rebutted Ms. Bills'
21 alleged justification for refusing the Voucher, explaining that even if the government ran out of money,
22 Ms. St. James' rent would simply revert to the amount she was paying under Rent Control without a
23 Voucher.

24 44. The email also conveyed Ms. St. James' belief that Ms. Bills was acting in bad faith and
25 not simply out of fear that the government might run out of money because Ms. Bills expected that by
26 refusing to accept the Voucher, Ms. St. James would move out of the Apartment to use her Voucher
27 elsewhere, thereby enabling Ms. Bills to collect even more rent from a new tenant. Finally, the email
28 informed Ms. Bills that Ms. St. James desperately needs the Voucher to assist her in paying her rent,

1 and that her intentional refusal to accept it was causing Ms. St. James financial distress.

2 45. Ms. Bills failed to respond, forcing Ms. St. James to request yet another voucher
3 extension.

4 46. Ms. Bills and WIB have never returned Ms. St. James' Packet to the City's Housing
5 Authority, and never accepted the Voucher, all the while knowing that without the Voucher, Ms. St.
6 James would very likely be forced to leave her home.

7 47. Ms. Bills' bad faith delays and refusals to accept the Voucher deny or will imminently
8 deny Ms. St. James housing on the basis of her source of income.

9 **E. THE CITY OF SANTA MONICA SUES MS. BILLS AND WIB**
10 **FOR VIOLATIONS OF SANTA MONICA LAW.**

11 48. In February 2019, after Defendants refused to accept St. James' Housing Choice
12 Voucher, the City of Santa Monica ("City") filed a lawsuit, *City of Santa Monica v. Barbara Bills &*
13 *WIB Holding*, 19SMCV00390, to enforce the Santa Monica Section 8 Discrimination law
14 (SMMC § 4.28.030) and the Harassment Ordinance (SMMC §4.56.020) ("City Lawsuit"). The City
15 Lawsuit seeks injunctive relief as well as actual, statutory and punitive damages. That lawsuit is
16 pending.

17 49. On March 19, 2019, Ms. Bills informed Ms. St. James that, pending the outcome of the
18 City Lawsuit, which Ms. Bills expected to last a year or so, she would accept \$300 per month in rent,
19 so Ms. St. James would be in the same financial position as if her Housing Choice Voucher had been
20 accepted. Ms. Bills has not disavowed her right to seek repayment of the \$627 difference between the
21 \$300 Ms. Bills is currently accepting and Ms. St. James' full rent once the City Lawsuit is over.

22 50. Ms. St. James' Voucher expired on March 5, 2019. However, the Housing Authority
23 agreed, pending the outcome of the city lawsuit regarding the Voucher, to re-issue the Voucher to Ms.
24 St. James when and if Ms. Bills agrees or is otherwise required by a court to accept it.

25 **F. MS. BILLS AND WIB DENY MS. ST. JAMES' RENEWED REQUEST THAT**
26 **THEY ACCEPT THE VOUCHER AFTER THE PASSAGE OF SB 329.**

27 51. On November 13, 2019, Ms. St. James, through her counsel, asked Defendants if they
28 would maintain their previously stated objection to accepting Ms. St. James' Housing Choice

1 Voucher, considering that SB 329, the new state law, would also prohibit Section 8 discrimination
2 statewide, effective January 1, 2020.

3 52. On December 17, 2019, Defendants responded, through counsel, stating “a judge will
4 decide the Section 8 issue,” effectively denying Ms. St. James’ renewed request that Defendants accept
5 her Housing Choice Voucher under the forthcoming state law.

6 53. On January 28, 2020, counsel for Plaintiff sent an email to Defendants’ counsel,
7 reiterating the request that Defendants accept St. James’ Housing Choice Voucher, and providing
8 counsel until noon on January 31, 2020, to accept the Voucher. Counsel for Defendants did not
9 respond.

10 **G. DEFENDANTS’ REFUSAL TO ACCEPT SECTION 8 DISCRIMINATES**
11 **AGAINST MS. ST. JAMES BASED UPON HER SOURCE OF INCOME.**

12 54. By refusing to accept Ms. St. James’ Housing Choice Voucher, Defendants have
13 discriminated against Ms. St. James based on her source of income as a recipient of Section 8 rental
14 assistance. Ms. St. James’ Housing Choice Voucher constitutes a “source of income” under FEHA,
15 Government Code § 12955(p)(1), because it is “lawful, verifiable income...paid to a housing owner
16 or landlord on behalf of a tenant, including federal, state, or local public assistance, and federal, state,
17 or local housing subsidies, including, but not limited to, federal housing assistance vouchers issued
18 under Section 8 of the United States Housing Act of 1937 (42 U.S.C. Sec. 1437f).”

19 55. Defendants’ refusal also violates the Santa Monica Anti-Discrimination Ordinance,
20 which prohibits discrimination on the basis of “source of income”, defined to include “any lawful
21 source of income or rental assistance from any federal, State, local or non-profit-administered benefit
22 or subsidy program including, but not limited to, the Section 8 voucher program.” SMMC § 4.28.030
23 (j).

24 56. Defendants’ refusal to accept Ms. St. James’ Housing Choice Voucher also arbitrarily
25 discriminates against her under the Unruh Act, Civil Code § 51, based on her status as a Voucher-
26 holder and on the basis of her age and disability.

27 57. In so discriminating against Ms. St. James, Defendants have acted and continue to act
28 with oppression and malice toward Ms. St. James and other similarly situated persons.

1 **H. INJURIES**

2 58. As a result of the Defendants above-described actions, Ms. St. James has suffered, is
3 continuing to suffer, and will, in the future suffer, great and irreparable loss and injury, including,
4 irreversible damage to her ability to find affordable housing, loss of her current affordable housing,
5 deprivation of the full use and enjoyment of her tenancy, breach of the covenant of quiet enjoyment,
6 invasion of the private right of occupancy, violation of her civil rights, and other special and general
7 damages according to proof.

8 59. There now exists an actual controversy between the parties regarding Defendants' duties
9 under state fair housing laws and other applicable state and local laws. Accordingly, Ms. St. James is
10 entitled to declaratory relief.

11 60. Unless enjoined, Defendants will continue to engage in unlawful acts. Ms. St. James has
12 no adequate remedy at law. Unless Defendants' discriminatory conduct is enjoined, Ms. St. James will
13 be forced to move from her home of 38 years. Ms. St. James has been unable to locate a Section 8
14 apartment that would accommodate her needs and that is in the area. Because of Defendants' refusal
15 to accept Ms. St. James' Housing Choice Voucher, Defendants have deprived Ms. St. James of the
16 benefits of participating in that program, including the opportunity to occupy affordable housing in an
17 economically mixed setting. Ms. St. James is now suffering and will continue to suffer irreparable
18 injury from Defendants' acts unless this Court provides relief. Accordingly, Ms. St. James is entitled
19 to injunctive relief.

20 **CAUSES OF ACTION**

21 **FIRST CAUSE OF ACTION**

22 **(Violation of California Fair Employment & Housing Act)**

23 61. Plaintiff repeats, re-alleges, and incorporates by reference, each and every allegation set
24 forth above.

25 62. Defendants injured Ms. St. James by refusing to negotiate a new lease with her that
26 allowed her to use her Housing Choice Voucher in 2020, in violation of the prohibition against
27 discrimination based upon source of income set forth in FEHA, Government Code §§ 12955(a), (c),
28 (d), (k) and (p) and Government Code § 12955.7.

63. Defendants' discriminatory conduct has caused Plaintiff to suffer special and general damages according to proof.

64. Defendants' conduct has been intentional and malicious, thereby entitling Ms. St. James to punitive damages in an amount to be determined at trial, but which amount is within the jurisdictional requirements of this Court.

65. Plaintiff is also entitled to an order enjoining Defendants from further discrimination on the basis of source of income.

SECOND CAUSE OF ACTION

(Violation of the Unruh Civil Rights Act)

66. Plaintiff repeats, re-alleges, and incorporates by reference, each and every allegation set forth above.

67. Defendants injured Ms. St. James in violation of the Unruh Act, California Civil Code § 51 *et seq.* by arbitrarily discriminating against her on the basis of her source of income as a recipient of Section 8 housing assistance and personal characteristics commonly associated with Housing Choice Voucher-holders, as well as based upon her disability and age.

68. Pursuant to the Unruh Act, Ms. St. James is entitled to statutory damages of up to three times her actual damages as determined by the trier of fact, but no less than \$4,000 for each violation.

69. As a senior and disabled person, Ms. St. James is entitled to an amount up to three times the penalty imposed by the Unruh Act, pursuant to Civil Code § 3345, because (i) Defendants knew or should have known that their conduct was directed to a senior and disabled person; (ii) as a direct result of Defendants' conduct, Plaintiff stands to lose her Housing Choice Voucher, which are payments under a government benefits program; and/or (iii) Plaintiff is substantially more vulnerable than other members of the public to Defendants' conduct because of her age, poor health, and disability. She has actually suffered economic damage resulting from Defendants' conduct.

70. Defendants' violation of the Unruh Act has been intentional and malicious, thereby entitling Ms. St. James to punitive damages in an amount to be determined at trial.

71. Plaintiff is also entitled to an order enjoining Defendants from further discrimination on the basis of source of income, disability and age.

1 **THIRD CAUSE OF ACTION**

2 **(Violation of the Santa Monica Anti-Discrimination Ordinance)**

3 72. Plaintiff repeats, re-alleges, and incorporates by reference, each and every allegation set
4 forth above.

5 73. Defendants violated the fair housing rights of Ms. St. James by denying her the ability
6 to use a Housing Choice Voucher, in violation of S.M.M.C. § 4.28.030.

7 74. Defendants are liable for each and every such offense for statutory damages between the
8 sum of one thousand dollars and ten thousand dollars, whichever is greater, and are liable for attorneys'
9 fees and costs, pursuant to S.M.M.C. § 4.28.060 (c).

10 75. Unless the defendants are enjoined from conducting similar misconduct, current and
11 future tenants at the Property and other properties are likely to suffer irreparable injury in the loss of
12 their legal rights. Injunctive relief is expressly authorized by S.M.M.C § 4.28.060(b).

13 **FOURTH CAUSE OF ACTION**

14 **(Violation of the Santa Monica Tenant Harassment Ordinance)**

15 76. Plaintiff repeats, re-alleges, and incorporates by reference, each and every allegation set
16 forth above.

17 77. The acts of Defendants Ms. Bills and WIB described above constitute violations of the
18 Harassment Ordinance as follows:

- 19 A. Defendants failed to perform repairs and maintenance required by contract or by
20 State, County or local housing, health or safety laws, in violation of SMMC §
21 4.56.020 (b);
- 22 B. Defendants failed to exercise due diligence in completing repairs and maintenance
23 once undertaken, in violation of SMMC § 4.56.020 (c);
- 24 C. Defendants attempted to influence Ms. St. James to vacate her rental unit through
25 intimidation or coercion, in violation of S.M.M.C. § 4.56.020 (f);
- 26 D. Defendants violated laws which prohibit discrimination based on age or disability,
27 in violation of S.M.M.C. § 4.56.020 (h);
- 28

1 E. Defendants interfered with Plaintiff's respective rights to quiet and use and
2 enjoyment of her unit in violation of SMMC § 4.56.020 (i);

3 F. Defendants interfered with Ms. St. James' right to privacy, including, but not
4 limited to, entering or photographing portions of a rental housing unit that are
5 beyond the scope of a lawful entry or inspection in violation of SMMC § 4.56.020
6 (l).

7 78. For each act of wrongful harassment, the Defendants are liable for the remedies
8 established in SMMC § 4.56.040 (c)-(e).

9 79. Pursuant to SMMC § 4.56.040 (d), Defendants are jointly and severally liable, for each
10 separate act in violation of the Harassment Ordinance, for statutory damages in the sum of \$10,000;
11 additional civil penalties of up to \$5,000 since the Plaintiff is over sixty-five and disabled, and for
12 attorneys' fees and costs. Each of the Defendants is individually liable for each and every violation
13 regardless of whether she or it personally committed the violation.

14 80. As a senior and disabled person, Plaintiff is entitled to an amount up to three times the
15 penalty imposed by the Tenant Harassment Ordinance, pursuant to Civil Code § 3345, because (i)
16 Defendants knew or should have known that their conduct was directed to a senior and disabled
17 person; (ii) as a direct result of Defendants' conduct, Plaintiff stands to lose her Housing Choice
18 Voucher, which are payments under a government benefits program; and/or iii) Plaintiff is
19 substantially more vulnerable than other members of the public to Defendants' conduct because of
20 her age, poor health, and disability, and she has actually suffered substantial emotional and economic
21 damage resulting from Defendants' conduct.

22 81. The Court may award punitive damages pursuant to SMMC § 4.56.040 (d). This is an
23 appropriate case for punitive damages because, among other things, the Defendants' actions were
24 deliberate; willful, malicious and in conscious disregard of Plaintiff's rights. Defendants took
25 advantage of Plaintiff's vulnerabilities, namely that she is disabled, elderly and extremely low-income.
26 Furthermore, Defendants engaged in prior unlawful acts of harassment against Plaintiff and against
27 other tenants.

28 82. Unless the defendants are enjoined from this misconduct, Ms. St. James, as well as other

1 current and future tenants at the Second Street Property and Defendants' other residential properties,
2 are likely to suffer irreparable injury in the loss of their legal rights.

3 83. The Defendants have committed acts of harassment, proposed to commit acts of
4 harassment, and engaged in a pattern and practice of tenant harassment, all of which violated, and
5 continue to violate, SMMC § 4.56.020. Injunctive relief is expressly authorized by SMMC § 4.56.040
6 (c).

7 **FIFTH CAUSE OF ACTION**

8 **(Elder Abuse)**

9 84. Plaintiff repeats, re-alleges, and incorporates by reference, each and every allegation set
10 forth above.

11 85. Defendants Bills and WIB have violated, and continue to violate, the Elder Abuse and
12 Dependent Adult Civil Protection Act, Welfare & Institutions ("W & I") Code §§ 15610.30 by
13 committing financial abuse against Plaintiff, an "elderly" person.

14 86. Defendants Bills and WIB have financially abused Ms. St. James in violation of W & I
15 Code § 15610.30, by depriving her of a real property interest, specifically by illegally denying her the
16 right to utilize her Housing Choice Voucher to pay rent at the Apartment, in violation of FEHA, the
17 Tenant Harassment Ordinance, and the Unruh Act.

18 87. Defendants' conduct was intentional and malicious, done for the purpose of causing, or
19 in conscious disregard that their conduct would cause, Plaintiff mental suffering; specifically,
20 humiliation, mental anguish, agitation, confusion, fear, severe depression, and emotional and physical
21 distress.

22 88. As a proximate result of the acts of Defendants, and each of them, Plaintiff has been
23 damaged in that she has lost the use of her Housing Choice Voucher to pay the majority of her rent, a
24 benefit of eliminating her rent burden for the rest of her life.

25 89. In addition, Plaintiff alleges, based upon information and belief, that she will be required
26 to repay Defendants more than \$600 for every month Defendants agree to temporarily accept \$300 in
27 rent from March 2019 until the City Lawsuit is resolved, money she does not expect to have in the
28 future. Further, at any point, Defendants may begin demanding that Plaintiff start paying the full

1 rental amount allowed under Santa Monica's rent control. In either of those events, Plaintiff will again
2 be extremely rent-burdened and at risk of losing of her home of 38 years.

3 90. Defendants are liable to compensate Plaintiff for actual damages to be determined
4 according to proof at trial.

5 91. Each Defendant is the agent and co-conspirator of the other and is charged with
6 constructive knowledge of the illegal, unethical, and harmful actions alleged herein. Each Defendant
7 knew, or should have known that the deprivation of the Plaintiff's property by its co-defendant or
8 agent and any Defendant's intention to callously cause Plaintiff mental suffering was likely to be
9 harmful to this Plaintiff, whom they knew was 65 years of age or older, frail and vulnerable.

10 92. The above-described conduct of Defendants was willful and was intended to cause injury
11 to the Plaintiff, who is therefore entitled to an award of exemplary or punitive damages.

12 **SIXTH CAUSE OF ACTION**

13 **(Unfair Business Practices Act)**

14 93. Plaintiff repeats, re-alleges, and incorporates by reference, each and every allegation set
15 forth above.

16 94. Defendants own, operate and manage multiple residential rental properties in Los
17 Angeles County, including the Second Street Property, a business establishment, and have engaged
18 in, and continue to engage in, the unlawful, unfair, and/or fraudulent business practices, as defined by
19 Business & Professions Code § 17200 *et seq.*, as set forth below:

- 20 A. Unlawfully discriminating against Plaintiff in violation of FEHA;
21 B. Unlawfully discriminating against Plaintiff in violation of the Unruh Act;
22 C. Unlawfully discriminating against Plaintiff in violation of the Santa Monica
23 Housing Anti-Discrimination Code;
24 D. Engaging in tenant harassment, with the goal of having long-term tenants such as
25 Plaintiff vacate their homes, in violation of the Tenant Harassment Ordinance;
26 E. Committing financial elder abuse and causing Plaintiff financial loss; and
27 F. Interfering with Plaintiff's right to privacy and quiet enjoyment.
28

1 95. Ms. St. James and the general public have suffered, and continue to suffer, irreparable
2 harm due to Defendants' policy of refusing Housing Choice Vouchers and their conscious disregard
3 of the civil rights of individuals who are disabled, elderly, and who are Housing Choice Voucher-
4 holders.

5 96. By their continuous violations of the above referenced statutes and common law,
6 Defendants have engaged in the *per se* unlawful business practices constituting unfair competition in
7 violation of Business & Professions Code § 17200 *et seq.*

8 97. Defendants have engaged in acts of unfair competition as proscribed by Business &
9 Professions Code § 17200. By bringing this action, Ms. St. James, a person who has suffered injury
10 in fact and has lost money and property as a result of Defendants' unfair competition, is acting in the
11 interest of herself and the general public, pursuant to California Business and Professions
12 Code § 17204.

13 98. On information and belief, unless Defendants are restrained from doing so,
14 Defendants will continue to engage in said unlawful, unfair, and fraudulent business practices. Thus,
15 pursuant to Business & Professions Code § 17203, Ms. St. James seeks to enjoin Defendants from
16 their continuing commission of the acts alleged above that will irreparably harm her and the citizens
17 of the State of California, for which harm they have no plain, speedy, or adequate remedy at law.

18 99. Plaintiff is also entitled to restitution in the amount of the value of the subsidy Plaintiff
19 would have received had Defendants accepted her Housing Choice Voucher.

20 **V. PRAYER FOR RELIEF:**

21 WHEREFORE, Plaintiff prays for relief as follows:

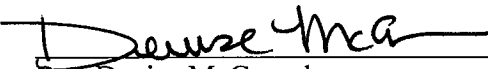
22 1. For an order (a) enjoining Defendants and their agents, employees, and all persons
23 acting under or in concert with Defendants from refusing to accept Plaintiff's Housing Choice
24 Voucher as payment for rental of her housing accommodations; (b) enjoining Defendants from
25 harassing Plaintiff and their other tenants to vacate; (c) enjoining Defendants from committing elder
26 abuse; and, (d) requiring Defendants to take affirmative action to provide equal housing opportunities
27 to all tenants and prospective tenants regardless of age, disability or source of income;
28

- 1 2. For declarations that Defendants have violated the provisions of applicable fair
2 housing, tenant harassment, elder abuse, and unfair competition laws;
3 3. For actual damages, according to proof;
4 4. For statutory penalties and special damages, according to proof;
5 5. For restitution according to proof;
6 6. For punitive or exemplary damages, according to proof;
7 7. For reasonable attorneys' fees provided by law;
8 8. For an award of costs of suit herein incurred including expert witness fees pursuant
9 to California Government Code § 12989.2; and,
10 9. For such other and further relief as the Court may deem proper.

11 Respectfully Submitted,

12
13 Dated: March 2, 2020

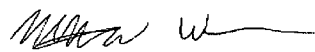
**LEGAL AID FOUNDATION OF
LOS ANGELES**

14 

15 By: Denise McGranahan
16 Attorneys for Plaintiff ZANDRA ST. JAMES

17 Dated: March 2, 2020

**WESTERN CENTER ON LAW
AND POVERTY**

19 

20 By: Matthew Warren
21 Attorneys for Plaintiff ZANDRA ST. JAMES
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