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8
9 **UNITED STATES DISTRICT COURT**
10 **EASTERN DISTRICT OF CALIFORNIA**

11
12 DEPARTMENT OF FAIR
EMPLOYMENT AND HOUSING, an
13 agency of the State of California,

14 Plaintiff,

15 vs.

16 SUV AFFORDABLE LP, a California
Limited Partnership; AWI
17 MANAGEMENT CORPORATION, a
California corporation; MICHAEL
18 BURKE, an individual; and KIRAN
CHHOTU, an individual,

19 Defendants.
20

No.

**CIVIL RIGHTS COMPLAINT FOR
INJUNCTIVE, DECLARATORY, AND
MONETARY RELIEF; DEMAND FOR
JURY TRIAL**

1 Plaintiff, Department of Fair Employment and Housing (“DFEH”), brings this civil rights
2 enforcement action in its own capacity against SUV Affordable LP, AWI Management
3 Corporation, and individuals Michael Burke and Kiran Chhotu to enforce federal and state fair
4 housing laws.

5 **INTRODUCTION**

6 1. This case is about Defendants’ prolonged failure to provide reasonable
7 accommodations to make apartments accessible for tenants with disabilities and to make the
8 building accessible and safe to tenants with disabilities, violating federal and state anti-
9 discrimination laws and jeopardizing the rights of residents with disabilities to safe and habitable
10 affordable housing.

11 2. Katy Willis, a tenant at Sutter Village since February 3, 2016, is quadriplegic and
12 uses a wheelchair. Because of her disabilities, Ms. Willis requires an accessible entrance, roll-in
13 shower, and a ground floor apartment and/or a functioning elevator in order to safely access her
14 apartment and the community.

15 3. Defendant SUV Affordable LP has owned Sutter Village, a 74-unit apartment
16 complex located at 1200 Gray Avenue, Yuba City, California, since June 2018. Defendant AWI
17 Management Company has been the management company at the subject property since June
18 2018. Defendant SUV Affordable LP receives federal funding to operate Sutter Village, and
19 therefore the housing program at Sutter Village must be readily accessible to, and usable by,
20 people with disabilities.

21 4. Prior to moving into Sutter Village, Ms. Willis and/or her representatives
22 requested that Ms. Willis be placed in a ground floor apartment because of her disabilities.
23 Defendants’ predecessors informed Ms. Willis that no ground floor apartments were available,
24 but that she would be provided a ground floor apartment when one became available. Ms. Willis,
25 who was living in a rehabilitation facility, agreed to move into a third-floor apartment based on
26 assurances that there was a safe and functioning elevator that could transport her between the
27 third to ground floors. Ms. Willis also made requests for other features so that the building and
28 her apartment would be accessible to her.

1 5. Beginning in or around 2017, the only elevator at Sutter Village began to operate
2 intermittently and the elevator door would close on Ms. Willis as she attempted to enter or exit
3 the elevator in her wheelchair. As a result, Ms. Willis requested to be moved to a ground floor
4 apartment on a more frequent basis.

5 6. Despite guarantees that she would be moved into a ground floor apartment,
6 Defendants and Defendants' predecessors either ignored Ms. Willis' requests, failed to inform her
7 when ground floor apartments were available, placed unreasonable conditions and costs on Ms.
8 Willis' requests, and/or unreasonably delayed granting Ms. Willis' requests. From February 2017
9 to December 2019, at least six ground floor apartments became available but were not offered to
10 Ms. Willis. After more than three years, Ms. Willis was finally provided the opportunity to move
11 to a ground floor apartment in December 2019.

12 7. As a result of Defendants' repeated failures to accommodate her, Ms. Willis was
13 confined to a third-floor apartment for prolonged periods and forced to rely on an unsafe and
14 inaccessible elevator.

15 JURISDICTION

16 8. The Court has jurisdiction over the subject matter of this action under the Federal
17 Fair Housing Act ("FHA"), 42 U.S.C. § 3601 *et seq.* As set forth below, the DFEH alleges that
18 Defendants violated federal laws, as well as the California Fair Employment and Housing Act
19 ("FEHA"), California Government Code section 12900, *et seq.*, and the Unruh Civil Rights Act,
20 California Civil Code section 51, *et seq.* The Court has jurisdiction over DFEH's state law claims
21 under 28 U.S.C. § 1367 because DFEH's federal and state law claims are related, arise out of a
22 common nucleus of related facts, and form the same case and controversy as the federal law
23 claims.

24 VENUE

25 9. Venue is proper in this district under 28 U.S.C. § 1391(b)(1) & (2) because the
26 property at issue is located in this district, all events giving rise to this complaint occurred in this
27 district, and at least one of the Defendants resides in this district.

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PARTIES

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2 10. Plaintiff DFEH is the state civil rights department charged with prosecutorial
3 authority to investigate, mediate, and litigate civil rights enforcement actions. Cal. Gov. Code, §
4 12930 *et seq.* The Department enforces FEHA, Government Code section 12900 *et seq.*, and the
5 federal FHA, 42 U.S.C. § 3601 *et seq.*, and may file civil complaints on behalf of itself and
6 persons aggrieved by disability discrimination, among other claims, in state and federal court.
7 Plaintiff DFEH brings this action on behalf of Katy Willis. Ms. Willis is quadriplegic, a disability
8 that substantially limits her ability to stand, walk, and use stairs. She depends on her electric
9 wheelchair for mobility. From February 2016 to December 2019, her home was on the third floor
10 of Sutter Village. She is a qualified person with a disability under federal and state law.

11 11. Defendant SUV Affordable LP owns and operates Sutter Village, a multifamily
12 residential apartment building containing 74 units located at 1200 Gray Avenue, Yuba City,
13 California. Beginning in June 2018, SUV Affordable LP, through its principals, has been
14 responsible for the overall management and operation of Sutter Village, including the hiring and
15 supervising of contractors and employees who work at Sutter Village. SUV Affordable LP is a
16 recipient of federal financial assistance to operate its rental housing program within the meaning
17 of Section 504 of the Rehabilitation Act.

18 12. Defendant AWI Management Corporation is a for-profit corporation organized and
19 existing under the laws of the State of California and is the management company for Sutter
20 Village. As the management company, AWI Management Corporation is responsible for the day-
21 to-day management of Sutter Village.

22 13. Defendant Michael Burke, an individual, is the Vice President of AWI
23 Management Corporation. In this capacity, he has been responsible for the management of AWI
24 Management Corporation, including decisions related to fair housing, reasonable
25 accommodations and/or modifications, obligations under Section 504, operation of the elevator,
26 and renovations at Sutter Village. At all times relevant, Mr. Burke was an agent, employee, or
27 contractor of SUV Affordable LP and AWI Management Corporation.

28 14. Defendant Kiran Chhotu, an individual, acted as the manager of Sutter Village

1 when AWI Management began its management of the property. As the manager, he was
2 responsible for the day-to-day management of Sutter Village, including receiving and responding
3 to reasonable accommodation and/or modification requests and issues related to the operation of
4 the elevator. At all times relevant, Mr. Chhotu was an agent, employee, or contractor of SUV
5 Affordable LP and AWI Management Corporation.

6 15. Each Defendant was and is the agent, employee, and representative of each of the
7 other Defendants; each Defendant, in doing the acts or in omitting to act as alleged in this
8 complaint, was acting within the course and scope of its actual or apparent authority pursuant to
9 such agency; or the alleged acts or omissions of each Defendant as agent were subsequently
10 ratified and adopted by each other Defendant as principal.

11 **GOVERNMENT ENFORCEMENT ACTION**

12 16. On October 29, 2019, Katy Willis filed an administrative complaint with DFEH.
13 Under FEHA, Katy Willis is a “real party in interest” in this action.

14 17. Thereafter, DFEH investigated the allegations in Ms. Willis’ administrative
15 complaint. On or about September 8, 2020, DFEH notified Defendants that Ms. Willis’ complaint
16 would be investigated as a group or class complaint pursuant to California Government Code
17 sections 12955, 12960, 12961, and 12965, subdivision (a).

18 18. On October 11, 2021, DFEH informed Defendants that it had completed its
19 investigation and based on the evidence found cause to believe that a violation had occurred.

20 19. Tolling agreements between the parties extended DFEH’s deadline to file a civil
21 complaint such that this civil complaint is timely filed.

22 20. DFEH attempted to resolve this matter without litigation. On or about March 10,
23 2022, the DFEH and Defendants participated in a private mediation. The parties stipulated that
24 the private mediation was in lieu of a dispute resolution session described in California
25 Government Code section 12965 and that the time to file a civil action would be extended to
26 April 1, 2022.

27 21. DFEH’s authority to seek relief on behalf of itself in the public interest and Ms.
28 Willis stems from a delegation of power by the Legislature, authorizing DFEH to initiate a

1 complaint itself, investigate claims, and prosecute such claims under FEHA. *See, e.g.*, Cal. Gov't
2 Code, §§ 12920, 12920.5, 12930, 12961, 12965, 12980 and 12981.

3 22. DFEH files this action pursuant to its authority under California Government Code
4 § 12930(h), which authorizes DFEH to bring claims pursuant to the FHA, 42 U.S.C. § 3601 *et*
5 *seq.*, and to prosecute those civil actions before state and federal trial courts.

6 **FACTUAL ALLEGATIONS**

7 23. Defendant SUV Affordable LP (SUV) and AWI Management Corporation (AWI)
8 own and/or operate Sutter Village, a three-story apartment building containing 74 apartments and
9 housing over 74 tenants. All tenants at Sutter Village are low-income and/or very low-income,
10 and the majority of tenants are seniors.

11 24. Defendants receive federal financial assistance to operate Sutter Village within the
12 meaning of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), providing that “[n]o
13 otherwise qualified individual with a disability in the United States . . . shall, solely by reason of
14 [their] disability, be excluded from the participation in, be denied the benefits of, or be subjected
15 to discrimination under any program or activity receiving Federal financial assistance” 29
16 U.S.C. § 794(a).

17 25. Under Section 504 and its implementing regulations, recipients of federal financial
18 assistance must “operate each existing housing program or activity receiving Federal financial
19 assistance so that the program or activity, when viewed in its entirety is readily accessible to and
20 usable by” people with disabilities. 24 C.F.R. § 8.24.

21 26. Under Section 504 and its implementing regulations, recipients of federal financial
22 assistance must also make and pay for reasonable accommodations or modifications to policies
23 and practices, as well as physical modifications to a dwelling unit and public and common use
24 areas, needed by a person with a disability unless doing so would result in a fundamental
25 alteration in the nature of the program or activity or undue financial and administrative burdens.

26 27. One elevator serves Sutter Village. All tenants living on the second and third
27 floors must use the elevator or climb stairs to access their homes on the upper floors and use the
28 elevator or descend the stairs to leave the apartment building and access the community.

1 28. Sutter Village’s tenants with mobility disabilities only have meaningful access to
2 their apartment through accessible building entrances, use of a working elevator, and accessible
3 apartments. Yet, from approximately 2017 to 2019, Defendants and Defendants’ predecessors
4 failed to maintain a consistently operable elevator at Sutter Village. Defendants and Defendants’
5 predecessors also failed to respond to and/or unreasonably delayed requests for reasonable
6 accommodations and requests to make apartments accessible for people with disabilities.

7 29. Katy Willis is quadriplegic and needs a wheelchair. Her disabilities are
8 readily apparent and substantially limit her ability to stand, walk, and use stairs.

9 30. Ms. Willis needs a roll-in shower in order to bathe because she is wheelchair
10 bound and unable to safely step over the side of the tub. Ms. Willis also needs accessible
11 entryways into her apartment because she is unable to open and close doors.

12 31. Prior to moving into Sutter Village, Ms. Willis requested to be placed in a ground
13 floor unit. Ms. Willis was informed that because no ground floor apartments were available, she
14 would be placed in a third-floor apartment. However, Defendants’ predecessors assured her that
15 she would be offered a ground floor apartment when one became available.

16 32. Prior to moving into Sutter Village, Ms. Willis also requested installation of
17 features that would make her future home accessible to her, including a roll-in shower, vinyl
18 floors instead of carpet, and an automated door. Despite Defendants predecessors’ obligations
19 under Section 504 to pay for modifications to a dwelling unit to make it more accessible to
20 persons with disabilities, they informed Ms. Willis that they would not pay for the accessibility
21 features. Defendants’ predecessors did not explain how or why Ms. Willis’ requested
22 modifications would result in a fundamental alteration in the nature of the program or activity or
23 undue financial and administrative burdens. As a result, Ms. Willis was forced to apply for and
24 obtain funding for the roll-in shower and automatic door through a non-profit organization.

25 33. On February 3, 2016, Ms. Willis moved into a third-floor apartment at Sutter
26 Village, as a ground floor unit was unavailable. When she moved in, Ms. Willis again made a
27 request to be moved to a ground floor apartment when one became available.

28 34. On January 26, 2017, Ms. Willis again submitted a reasonable accommodation

1 request for a ground floor apartment. In this request, Ms. Willis specified that the elevator
2 presented an additional accessibility challenge.

3 35. On January 31, 2017, the California Department of Industrial Relations (DIR)
4 issued a preliminary order indicating that the elevator required several maintenance changes.

5 36. After Ms. Willis did not obtain a response to her January 26, 2017 reasonable
6 accommodation request, Ms. Willis sent a letter to Defendants' predecessors on September 17,
7 2017 informing them that the elevator would not stay open when she tried to enter and would
8 continually close on her. Thereafter, Ms. Willis continued to request a ground floor apartment on
9 a regular basis, but was told by Defendants that no ground floor apartments were available.

10 37. On April 9, 2018, the DIR issued an Order to Show Cause regarding the dangerous
11 conditions at Sutter Village, specifically the elevator that Ms. Willis and other tenants with
12 mobility disabilities relied on to enter and exit their units.

13 38. From January 2017 to June 2018, Ms. Willis continued to request that Defendants'
14 predecessors allow her to move to an apartment on the ground floor as a disability-related
15 accommodation.

16 39. On or about June 14, 2018, Defendants AWI and SUV assumed ownership and
17 operation of the Sutter Village. At that time, AWI and SUV had actual and constructive notice of
18 Ms. Willis' reasonable accommodation request for a ground floor unit, her need for an accessible
19 unit, specifically a unit with a roll-in shower and automated door, and ongoing problems with the
20 elevator. On information and belief, AWI and SUV expressly or impliedly agreed to assume
21 liability for fair housing and related violations, including any violations arising due to the
22 elevator.

23 40. After Defendants assumed ownership and operation of Sutter Village, Ms. Willis
24 made regular requests to be moved to a ground floor apartment as more frequent elevator outages
25 occurred and the elevator appeared unsafe.

26 41. No later than July 24, 2018, AWI confirmed that it was aware of Ms. Willis'
27 reasonable accommodation request for a ground floor apartment that would be accessible to her
28 disability-related needs, specifically that she required a roll-in shower and automated door.

1 Without these features, an apartment would be inaccessible and unsafe for Ms. Willis. In a written
2 email communication, an AWI representative suggested that Ms. Willis obtain funding for a roll-
3 in shower and automated door, but did not indicate how or why providing Ms. Willis with her
4 requested modifications would result in a fundamental alteration in the nature of the program or
5 activity or undue financial and administrative burdens.

6 42. On July 25, 2018, AWI informed Ms. Willis that it would grant her
7 accommodation request on the condition that she arranged and paid for the automated door to be
8 moved to the ground floor.

9 43. Despite their assurances, Defendants failed to inform Ms. Willis that two separate
10 ground floor units were available in December 2018 and January 2019 respectively. Ms. Willis
11 was not aware that these two ground floor apartments were vacant. As a result, Ms. Willis
12 continued to reside on the third floor even though there were opportunities for her to move to a
13 ground floor apartment. Defendants' failure to accommodate Ms. Willis by offering her one of
14 those apartments constituted a denial of her accommodation request and placed her health and
15 safety at risk.

16 44. In or around Memorial Day weekend in May 2019, the Sutter Village elevator
17 caught on fire and broke down for several days. Defendants posted notices informing tenants that
18 the elevator broke down, but nevertheless left for the long weekend without making staff
19 available to assist tenants with disabilities on the upper floors.

20 45. On that weekend, Ms. Willis called Mr. Burke to inform him that because of the
21 elevator outage, she was trapped on the third floor. Mr. Burke responded in a rude manner and
22 then hung up the phone on Ms. Willis.

23 46. After this incident, for the next several months, more frequent outages occurred.
24 Many seniors and individuals with mobility disabilities were confined to the upper floors during
25 these outages. During this time, the hardships that Ms. Willis and other individuals with
26 disabilities faced due to the elevator outages were exacerbated by Defendants' failure to maintain
27 the elevator in good working condition for extended periods of time, ensure staff were adequately
28 trained and available to assist people with mobility disabilities during elevator outages, and

1 provide appropriate emergency evacuation procedures.

2 47. Defendants did not inform Ms. Willis when apartments became available. In or
3 around May 2019, Ms. Willis learned, on her own, that a ground floor apartment (Unit 110) was
4 vacant. Ms. Willis called Mr. Burke and Mr. Burke confirmed that Unit 110 was available and
5 that they would provide her Unit 110 with a roll-in shower and automated door.

6 48. Shortly thereafter, Kiran Chottu informed Ms. Willis that she would only be
7 offered Unit 110 “as is” and that she had to arrange for a roll-in shower to be constructed and for
8 her automated door to be moved. In a later meeting, Mr. Burke stated that Defendants would
9 provide the roll-in shower, but that Ms. Willis had to arrange for her automated door to be moved
10 to the ground floor apartment or replaced.

11 49. On June 6, 2019, Michael Burke acknowledged that Ms. Willis “has an obvious
12 priority to transfer.”

13 50. As a recipient of federal financial assistance, Defendants must pay for reasonable
14 modifications unless the modification would result in a fundamental alteration in the nature of
15 their program or activity or constitute undue financial and administrative burdens.

16 51. Defendants failed to show how paying for a roll-in shower and/or moving or
17 installing the automated door opener for the ground floor apartment constituted an undue
18 financial or administrative burden.

19 52. It is an extreme burden for Ms. Willis, whose sole income is from disability-
20 related public assistance, to pay or make arrangements for the automated door opener to be
21 moved to the ground floor. Believing she had no alternative, Ms. Willis attempted to make
22 arrangements for the automated door to be moved. Defendants nevertheless leased Unit 110 to
23 another tenant less than one month after informing Ms. Willis that the apartment was available,
24 despite her having priority under AWI’s own unit transfer rules.

25 53. On August 14, 2019, Michael Burke and/or Kiran Chottu offered Ms. Willis
26 another ground floor apartment on the condition that she pay for the automated door opener to be
27 transferred to the ground floor unit because the transfer constituted an undue financial burden.

28 54. Yet again, Defendants failed to show how paying for the automated door to be

1 transferred constituted an undue financial burden.

2 55. On August 19, 2019, DIR issued an order prohibiting use of the elevator, citing
3 Defendants' failure to maintain the elevator. On information and belief, the elevator was still in
4 use despite this order.

5 56. In or around September 6, 2019, there was another elevator outage at Sutter
6 Village.

7 57. In or around September 8, 2019, Ms. Willis wrote another letter to AWI and Mr.
8 Burke requesting a transfer to a ground apartment.

9 58. After she did not hear back from Defendants, in or around early September 2019,
10 Ms. Willis spoke to the media regarding unsafe living conditions at Sutter Village.

11 59. Thereafter, Defendants continued to fail to grant Ms. Willis' transfer to a ground
12 floor apartment. Defendants informed Ms. Willis that in order for her to be provided a fully
13 accessible ground floor apartment with a roll-in shower, she needed to wait until they received
14 rehabilitation funds intended for the complete renovation of the entire Sutter Village complex.

15 60. Again, Defendants failed to adequately show why they needed to wait several
16 months in order to provide Ms. Willis with her requested accommodation or demonstrate whether
17 it was an undue financial or administrative burden. Furthermore, Defendants failed to provide Ms.
18 Willis with an alternative accommodation, such as alternative accessible housing, or to engage in
19 the interactive process regarding an alternative accommodation while she waited for the ground
20 floor unit to be renovated.

21 61. On December 20, 2019, after more than three years of requesting reasonable
22 accommodations to be moved to the ground floor and a year and a half after Defendants
23 confirmed notice of her request, Ms. Willis finally moved to a ground floor unit with the
24 necessary accessibility features that she required.

25 62. From February 2017 to December 2019, there were at least six ground floor
26 apartments that were available, but not offered to Ms. Willis. Every time Defendants and/or
27 Defendants' predecessors failed to provide Ms. Willis with an available ground floor unit, they
28 continued to fail to grant Ms. Willis' reasonable accommodation.

63. As a result of Defendants and Defendants’ predecessors’ continued failure and/or unreasonable delay in granting Ms. Willis’ reasonable accommodation for a ground floor unit with the accessibility features that she required, Ms. Willis was terrified of being trapped in the elevator and was therefore confined to her third-floor apartment. She felt like a prisoner in her own home and was fearful that in the event of a fire or other emergency that she would not be evacuated in time. Ms. Willis also could not attend doctors’ appointments, physical therapy, church, traumatic brain injury support group meetings, and was unable to live independently in her community as a result of the inoperable and/or unsafe elevator. Instead of focusing on her health and working towards continued improvement, she was forced to constantly monitor for when a ground floor was available. Ms. Willis suffered anger, frustration, depression, anxiety, stress, sleep loss, and humiliation as a result of not being granted her accommodation for a ground floor apartment and due to the elevator being dangerous and frequently inoperable.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

[Fair Housing Act]

42 U.S.C. § 3601 et seq.

64. Plaintiff realleges and incorporates by reference all the preceding paragraphs of this Complaint as if fully set forth herein.

65. Defendants injured Ms. Willis in violation of the Fair Housing Act by:

- a. Discriminating in the terms, conditions, or privileges of sale or rental of a dwelling on the basis of disability in violation of 42 U.S.C. § 3604(f)(2); and
- b. Discriminating by refusing and/or unreasonably delaying reasonable accommodations in rules, policies, practices, or services and refusing modifications of existing premises when such accommodations and modifications may be necessary to afford persons with disabilities equal opportunities to use and enjoy a dwelling in violation of 42 U.S.C. § 3604(f)(3)(A) and (B).

66. At all times relevant to this action, Ms. Willis is a person with disabilities within

1 the meaning of the FHA because she has a physical impairment that substantially limits one or
2 more major life activities. *See* 42. U.S.C. § 3602(h). Ms. Willis uses a wheelchair due to her
3 physical impairment that substantially limits her ability to stand, walk, and/or use stairs.

4 67. At all times relevant to this action, Sutter Village has been a “dwelling” available
5 “to rent” within the meaning of the FHA. *See* 42 U.S.C. § 3602(b), (e).

6 **SECOND CLAIM FOR RELIEF**

7 [California Fair Employment and Housing Act]

8 *Cal. Gov’t Code § 12927 et seq.*

9 68. Plaintiff realleges and incorporates by reference all the preceding paragraphs of
10 this Complaint as if fully set forth herein.

11 69. Defendants injured Ms. Willis in violation of the California Fair Employment and
12 Housing Act by committing the following discriminatory housing practices:

- 13 a. Discriminating because of disability in violation of California Government
14 Code § 12955(a) by imposing inferior terms, conditions, privileges, facilities,
15 or services in connection with housing accommodations; and,
16 b. Discriminating because of disability in violation of California Government
17 Code §§ 12955(a) by refusing to make reasonable accommodations in rules,
18 policies, practices, or services and reasonable modifications to the physical
19 premises of an existing housing accommodation when those accommodations
20 and modifications may be necessary to afford a disabled person equal
21 opportunity to use and enjoy a dwelling.

22 **THIRD CLAIM FOR RELIEF**

23 [Unruh Civil Rights Act]

24 *Cal. Gov’t Code § 12927 et seq.*

25 Plaintiff realleges and incorporates by reference all the preceding paragraphs of
26 this Complaint as if fully set forth herein.

27 70. Sutter Village is a business establishment within the meaning of the Unruh Act.

28 71. Defendants had constructive and/or actual knowledge that Ms. Willis is a person

1 with a mobility disability who requires an accommodation because of the elevator and requires
2 equal access to her apartment at Sutter Village.

3 72. Defendants injured Ms. Willis in violation of the Unruh Civil Rights Act by
4 committing the following discriminatory housing practices:

- 5 a. Failure and refusal to maintain accessible facilities and/or features, including a
6 safe and functioning elevator.
- 7 b. Failure and refusal to provide reasonable accommodations to Ms. Willis for a
8 ground floor apartment. Defendants violated Ms. Willis' right to fair and equal
9 housing under the Unruh Civil Rights Act, California Civil Code § 51 *et seq.* in
10 that Defendants discriminated against her in the operation of Sutter Village, a
11 business establishment, because of her disability.

12 **JURY TRIAL DEMANDED**

13 73. Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff DFEH
14 hereby requests a jury trial.

15 **PRAYER FOR RELIEF**

16 **Wherefore**, the Department, prays that this Court enter judgement in favor of DFEH for
17 the following relief:

- 18 1. The Court declare that Defendants have violated the provisions of applicable
19 federal and state laws;
- 20 2. Permanently enjoin all unlawful practices alleged in this complaint and impose
21 injunctive relief prohibiting Defendants, their partners, agents, employees, assignees, and all
22 persons acting in concert or participating with them, from violating the unlawful practices alleged
23 herein;
- 24 3. Enter a permanent injunction directing Defendants and their directors, officers,
25 agents, and employees to take all affirmative steps necessary to remedy the effects of the illegal,
26 discriminatory conduct described herein and to prevent similar occurrences in the future,
27 including:
- 28 a. Ensuring that people with disabilities have meaningful access to their housing

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and any programs, services, or activities, by taking all necessary steps to maintain accessible building entrances and apartments and the elevator at Sutter Village Apartments in operable condition.

- b. Adopting written fair housing policies and practices and model forms for Sutter Village including: (a) general fair housing policies and practices; (b) a reasonable accommodation and modification policy; (c) an elevator service interruptions policy; (d) protocols for site staff training in fair housing; and (e) an emergency plan and evacuation procedures.
- c. Providing for staff training in general fair housing and the above policies and practices; and
- d. Requiring any other steps necessary for providing meaningful access for Ms. Willis and other tenants with disabilities at Sutter Village.

- 4. The Court award actual/compensatory and punitive damages to Plaintiff according to proof;
- 5. The Court award statutory damages under the Unruh Civil Rights Act;
- 6. The Court grant reasonable attorneys' fees, expenses, and costs of the suit to Plaintiff; and,
- 7. The Court grant all such other relief as the Court deems just.

Dated: April 1, 2022

DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING

By:



AZADEH HOSSEINIAN
Senior Staff Counsel
Attorney for Department of Fair Employment and Housing