

FILED/ENDORSED

DEC 16 2022

By: K. Johnson
Deputy Clerk

JAMIE CROOK (#245757)
Chief Counsel
AZADEH HOSSEINIAN (#306141)
Senior Staff Counsel
CALIFORNIA CIVIL RIGHTS DEPARTMENT
2218 Kausen Drive, Suite #100
Elk Grove, California 95758
Telephone: (916) 956-5821
Facsimile: (888) 382-5293

Attorneys for Plaintiff,
Civil Rights Department

(Fee Exempt, Gov. Code, § 6103)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

BY FAX IN AND FOR THE COUNTY OF SACRAMENTO

CIVIL RIGHTS DEPARTMENT, an
agency of the State of California,

Plaintiff,

vs.

CARLOS TORRES, an individual; LINDA
TORRES, an individual,

Defendants.

Case No. **34-2022-00331695**

**CIVIL RIGHTS COMPLAINT FOR
INJUNCTIVE, DECLARATORY, AND
MONETARY RELIEF**

DEMAND FOR JURY TRIAL

1. California Civil Rights Department ("CRD") brings this civil rights enforcement action to vindicate Real Party in Interest Alysia Gonsalves' right to be free from unlawful violence or intimidation and threats of violence, discrimination, harassment, and retaliation because of her race, source of income, and disability. These rights are protected under the Ralph Civil Rights Act ("Ralph Act"), Civil Code section 51.7; the Fair Employment and Housing Act ("FEHA"), Government Code section 12900 et seq.; and the Unruh Civil Rights Act ("Unruh Act"), Civil Code section 51 and incorporated into FEHA pursuant to Government Code sections 12948 and 12955, subdivision (d). CRD also seeks to prevent future violations of these civil rights statutes by Defendants. Accordingly, CRD seeks injunctive and declaratory relief to correct Defendants' unlawful practices as well as compensatory damages on behalf of Ms. Gonsalves.

1
2
3
4
5
6
7
8
9
0

1
2
3
4
5
6
7

[illegible][illegible]

7
8
9
0
1
2
3
4
5
6

8
9
0
1
2
3
4
5
6
7

4
6
5
7

100

100

	0	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	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
0	0	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	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	

1 such agency; or the alleged acts or omissions of each Defendant as agent were subsequently
2 ratified and adopted by each other Defendant as principal. Therefore, each Defendant is jointly
3 and severally responsible and liable—whether directly or under the doctrines of vicarious liability
4 or respondeat superior—for the injuries and damages alleged in this complaint. (Cal. Code Regs.,
5 tit. 2, § 12010.)

6 PROCEDURAL HISTORY

7 10. On November 2, 2021, Ms. Gonsalves filed an initial administrative complaint
8 with CRD for housing discrimination, harassment, and retaliation. CRD investigated the
9 allegations in Ms. Gonsalves' administrative complaint. Ms. Gonsalves later filed another
10 administrative complaint with CRD alleging violations of the Ralph Act based on the same
11 operative facts set forth in the initial administrative complaint.

12 11. The matter was referred to CRD's Dispute Resolution Department (DRD) for
13 voluntary mediation, during which time the Department's d deadline to file a civil action was
14 tolled for 15 days.

15 12. The matter did not resolve through voluntary mediation, and CRD continued its
16 investigation.

17 13. On November 9, 2022, CRD completed its investigation and based on the evidence
18 found cause to believe that Defendants had subjected Ms. Gonsalves to the threat of violence,
19 discrimination, harassment, and retaliation because of her race/color, source of income, and/or
20 disability. On November 9, 2022, CRD sent Defendants a Notice of Cause Finding letter to
21 inform Defendants of CRD's findings.

22 14. The matter was referred to DRD for mandatory mediation pursuant to California
23 Government Code section 12965, during which time the Department's deadline to file a civil
24 action was tolled for 34 days. The parties were unable to resolve the matter at the mandatory
25 mediation.

26 15. CRD's authority to seek relief on behalf of itself in the public interest and Ms.
27 Gonsalves stems from a delegation of the power by the Legislature, authorizing CRD to initiate a
28 complaint itself, investigate claims, and prosecute such claims under the Ralph Act, FEHA, and

Unruh Act. (See Gov. Code, §§ 12920, 12920.5, 12930, 12961, 12965, 12980 and 12981.)

FACTUAL ALLEGATIONS

Violence, Discrimination, Harassment, and Retaliation

Based On Color, Race, and Source of Income

16. Defendants Carlos Torres and Linda Torres own and manage the Subject Property, a single-family rental property that they have rented to various households for at least the past ten years. The Subject Property is located directly across the street from Defendants' primary residence. Due to the proximity between their primary residence and the Subject Property, Defendants are able to closely oversee the Subject Property and regularly engage with their tenants.

17. Ms. Gonsalves has received rental assistance through the Section 8 Housing Choice Voucher program since 1995.

18. The Section 8 Housing Choice Voucher program is financed by the U.S. Department of Housing and Urban Development (HUD) to provide rent subsidies directly to private landlords on behalf of extremely low and very low-income individuals and families, seniors, and persons with disabilities.¹ HUD provides funding to local public housing authorities, such as the Sacramento Housing and Redevelopment Agency (SHRA), to operate the program in their areas. SHRA operates the Section 8 Housing Choice Voucher program in Sacramento County.

19. To utilize a Section 8 Housing Choice Voucher, families with vouchers must find housing in the private housing market with rent amounts at or below the set standard based on the number of authorized bedrooms. After a landlord approves the voucher holder applicant, SHRA inspects the property. If the property meets HUD's minimum quality standards, SHRA enters into a Housing Assistance Payment contract with the landlord whereby SHRA agrees to subsidize a portion of the rent by making monthly Housing Assistance Payments directly to the landlord on behalf of the voucher holder. The voucher holder also pays a rent portion directly to the landlords.

¹ To be eligible for rent subsidies, HUD requires families to be extremely low income or very-low income. Extremely low income means that family income does not exceed the higher of the federal poverty level or 30% of area median income and very-low income means the family income does not exceed 50% of area median income.

1 The landlords are paid the full contract rent via separate payments from SHRA and the voucher
2 holder.

3 20. On October 8, 2019, Governor Gavin Newsom signed Senate Bill 329 into law,
4 expanding the definition of "source of income" in Government Code section 12955, subdivision
5 (p), to include tenants who rely on rental assistance payments, including assistance payments
6 through voucher programs such as the Section 8 Housing Choice Voucher program. Senate Bill
7 329 addressed rampant homelessness and housing insecurity in California by protecting the
8 approximately 300,000 low-income Californians who rely on rental assistance payments through
9 voucher programs to secure stable housing against discrimination, harassment, and retaliation
10 based on their status as recipients of rental assistance payments.

11 21. Without her voucher through the Section 8 Housing Choice Voucher program, Ms.
12 Gonsalves would not be able to afford the cost of basic living necessities, including housing,
13 food, clothing, and any out-of-pocket medical expenses.

14 22. In 2016, Defendants agreed to rent the Subject Property to Ms. Gonsalves with her
15 Section 8 Housing Choice Voucher. Defendants agreed, in part, because they were acquainted
16 with Ms. Gonsalves already. For six years she resided at another rental property near the Subject
17 Property owned and/or managed by Defendant Carlos Torres' brother.

18 23. Between July and August 2016, Defendants entered into a Housing Assistance
19 Payment contract with SHRA. The portion of rent paid separately by Ms. Gonsalves and SHRA is
20 determined at the outset of a voucher holder's tenancy and on a yearly basis thereafter based on a
21 formula set by SHRA.

22 24. Ms. Gonsalves moved into the Subject Property on or around August 2016. At the
23 time she moved in, the total contract rent for the Subject Property was \$994. SHRA's portion of
24 the rent was \$878 and Ms. Gonsalves' portion of the rent was \$116. In addition to her portion of
25 the rent, however, Defendants required Ms. Gonsalves to make additional monthly payments of
26 approximately \$150 above the contract rent amount that Ms. Gonsalves believed was to cover
27 specific utility expenses. Ms. Gonsalves paid her portion of the rent and the additional monthly
28 payments on time for four and a half years.

1 25. Sometime in January 2021, Ms. Gonsalves was informed by SHRA that she was
2 not required to make the additional utility monthly payments that Defendants had been demanded
3 above the contract rent amount. SHRA told Ms. Gonsalves that the additional payments she was
4 making were for utilities that were already included in the base rent. Ms. Gonsalves, in turn,
5 informed Defendants that she would no longer make additional monthly payments above her
6 contract rent for the Subject Property.

7 26. Thereafter, Defendants engaged in an ongoing pattern of harassment and
8 retaliation against Ms. Gonsalves for refusing to make additional monthly payments for utilities
9 that were already included with the contract rent.

10 27. On February 13, 2021, Defendants served Ms. Gonsalves with an eviction notice
11 titled "Notice to Terminate Tenancy" stating that they "decided to remove house from [sic]
12 Section 8 program completely" and that her tenancy would be terminated on May 31, 2021.

13 28. When Ms. Gonsalves attempted to ask about the additional payments she made
14 during her tenancy or explain to Defendants that it was unlawful for landlords to evict tenants
15 because they no longer wanted to participate in the Section 8 Housing Choice Voucher Program,
16 Defendants responded with aggression and disparaging statements because Ms. Gonsalves was a
17 recipient of public housing assistance payments.

18 29. For example, in text messages, Defendants made statements to Ms. Gonsalves
19 such as "should I send picture of a leech off the [i]nternet for you to look at" and "we're not here
20 to support government leeches." Defendants also texted Ms. Gonsalves that she "deserve[d] to
21 live in government housing where you're monitored to make sure you're not committing fraud."

22 30. Defendants further threatened retaliation for refusing to make the additional
23 payments in a text message that stated, "Was it best to short us the rent [sic] I don't believe that
24 was best for you Alyshia [sic] or your family that's living there."

25 31. Defendants also began harassing Ms. Gonsalves regarding unsubstantiated matters,
26 such as upkeep of her yard and visitors. On several occasions, Defendant Linda Torres
27 approached Ms. Gonsalves at the Subject Property in a threatening manner and called Ms.
28 Gonsalves a b**ch, the n-word, and other derogatory statements. Defendants perceived Ms.

1 Gonsalves' race and color as Black.

2 32. On April 23, 2021, Ms. Gonsalves' attorney sent a letter to Defendants explaining
3 that terminating her tenancy based on her participation in the Section 8 Housing Choice Voucher
4 Program constituted unlawful discrimination and requesting that Defendants rescind the February
5 13th Notice to Terminate Tenancy. Ms. Gonsalves' attorney also requested that Defendants cease
6 using threatening and discriminatory language against Ms. Gonsalves.

7 33. However, Defendants refused to rescind the Notice to Terminate Tenancy and
8 continued to threaten, harass, and retaliate against Ms. Gonsalves.

9 34. Sometime in late April 2021, Ms. Gonsalves allowed a few people to park in front
10 of the Subject Property for a neighbor child's birthday party. Defendants became agitated and
11 confronted her at the Subject Property. Defendants yelled at Ms. Gonsalves to remove the cars.
12 Ms. Gonsalves attempted to explain that the cars were not hers or her guests, but Defendants
13 approached her in an aggressive manner and repeatedly called her the n-word. Defendant Carlos
14 Torres then grabbed Ms. Gonsalves by the arm and aggressively shook her and told her "look
15 n***er you need to get your cars out."

16 35. On May 31, 2021, the date the Notice to Terminate Tenancy was set to expire,
17 Defendants threatened to evict Ms. Gonsalves through illegal means. In text messages,
18 Defendants state "Ok there's gonna [sic] be problems until we get a hold of housing and figure
19 out why you won't leave you can't just do whatever you want...go ahead and call the cops
20 because we are breaking into our home tomorrow...[we] will be coming in we found our
21 keys...believe me you don't live there after midnight tonight."

22 36. As a result of Defendants' conduct and Ms. Gonsalves' fear that she would be
23 forcefully removed from the Subject Property, Ms. Gonsalves made several complaints to the
24 local police department.

25 37. On June 8, 2021, Defendants served Ms. Gonsalves with another 60-Day Notice of
26 Termination of Tenancy informing her that she had 60 days from service of the notice to vacate
27 the Subject Property. Defendants' basis for the termination was that they were removing the
28 Subject Property from the rental marketplace.

1 38. In response to this notice, Ms. Gonsalves began searching for affordable housing
2 where she could place her Section 8 Housing Choice Voucher Program voucher. Ms. Gonsalves
3 also began saving money to pay for the security deposit and other initial payments she would
4 need in order to move into a new apartment. Ms. Gonsalves planned to vacate the Subject
5 Property on or before August 8, 2021, as required by the 60-Day Notice of Termination of
6 Tenancy.

7 39. Nevertheless, Defendants continued their harassment of Ms. Gonsalves. On June
8 15, 2021, Defendants sent Ms. Gonsalves text messages questioning when Ms. Gonsalves would
9 vacate the Subject Property. Ms. Gonsalves informed them that she would vacate by August 8,
10 2021, pursuant to the most recent 60-Day Notice of Termination of Tenancy. Defendants
11 nevertheless sent text messages stating "...you're very unwanted that's all you know [sic] you're
12 squatting it's disgusting..." Defendants also sent Ms. Gonsalves a text message stating "[I]et me
13 guess both your boys are on welfare...just like mommy."

14 40. In late June 2021, Ms. Gonsalves began slowly moving her belongings to her new
15 apartment. Ms. Gonsalves expected that it would take her several weeks to move out of the
16 Subject Property because of her disabilities. On or around July 1, 2021, Ms. Gonsalves rented a U-
17 Haul truck for moving various items from the Subject Property to her new apartment. At this
18 time, Ms. Gonsalves had not informed Defendants that she was vacating the Subject Property and
19 had not returned her keys to Defendants.

20 41. At the Subject Property, Defendants and their children saw her moving her
21 personal property and offered to assist Ms. Gonsalves with the move and Ms. Gonsalves agreed
22 because she needed the help. After assisting with moving a fraction of Ms. Gonsalves'
23 belongings, Defendants refused to allow Ms. Gonsalves back into the Subject Property.
24 Defendants told Ms. Gonsalves "Oh no, you are not coming back here. You got all you are
25 getting. That's how you n****rs do anyways." Defendants' daughter had started moving into the
26 Subject Property. Defendant's daughter refused to allow Ms. Gonsalves access to the Subject
27 Property or allow her to gather the remainder of her belongings, calling Ms. Gonsalves a "b**ch,"
28 "sl*t, and "h**." When Ms. Gonsalves returned to the Subject Property the following day, the

1 locks were changed.

2 42. Defendants had not filed an unlawful detainer action against Ms. Gonsalves and
3 had no legal basis to lock her out of the Subject Property.

4 43. As a result of Defendants' illegal lock out, Ms. Gonsalves was unlawfully evicted
5 from the Subject Property and unable to access to her personal belongings, including essential
6 belongings such as basic furniture, medical equipment, and basic bathroom and kitchen supplies;
7 as well as precious items such as family heirlooms and photographs. On several occasions, Ms.
8 Gonsalves attempted to obtain her belongings from the Subject Property, but Defendants refused
9 to allow Ms. Gonsalves access her belongings.

10 44. Defendants refused Ms. Gonsalves access to her belongings despite the fact that
11 Defendants left her belongings unprotected, without shelter from the elements, at the Subject
12 Property and/or at Defendants' residence across the street from the Subject Property for
13 approximately seven months. On or around February 2022, Ms. Gonsalves was finally provided
14 with access to her belongings. At that time, Ms. Gonsalves discovered that many of her personal
15 items had been damaged or destroyed.

16 ***Discrimination Based On Disability***

17 45. Ms. Gonsalves is a person with disabilities. Because of her disabilities, Ms.
18 Gonsalves is unable to bend her right knee and has difficulty bending her left knee and is limited
19 in her ability to walk with ease, climb, and carry heavy objects.

20 46. Defendants are aware of Ms. Gonsalves' disabilities because her disabilities are
21 visibly apparent, and Ms. Gonsalves informed them of her disabilities.

22 47. Due to her disability, Ms. Gonsalves requires handrails to allow her to move
23 around more easily and prevent her from falling.

24 48. Shortly after moving into the Subject Property, Ms. Gonsalves requested that she
25 be allowed to install handrails in the front and back walkways of her home and in her bathroom.
26 Thereafter, Ms. Gonsalves requested to be allowed to install handrails the front and back
27 walkways of her home on a consistent basis throughout the remainder of her tenancy.

28 49. Defendants stated that they would install the handrails themselves, but never did.

1 Defendants also refused to allow Ms. Gonsalves to arrange for the handrails to be installed by
2 anyone else.

3 50. Nevertheless, Ms. Gonsalves continued to reside at the Subject Property because it
4 is difficult to find a home that was affordable to her with her voucher.

5 ***Harm to Ms. Gonsalves***

6 51. As a result of Defendants' unlawful acts and practices as alleged herein, Ms.
7 Gonsalves suffered a violation of her civil rights and monetary damages. Ms. Gonsalves also
8 suffered extreme mental and physical distress, including bodily injuries such as headaches,
9 stomach aches, loss of sleep, depression, anxiety, humiliation, mental anguish, and hopelessness.

10 52. Defendants' actions were willful, malicious, fraudulent, and oppressive, and were
11 committed with the wrongful intent to injure Ms. Gonsalves and in conscious disregard of her
12 rights.

13 **FIRST CAUSE OF ACTION**

14 **Violation of Ralph Act: Violence and Threats of Violence Based on Race or Color**

15 (Cal. Civ. Code, § 51.7)

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

18 54. The Ralph Act (Civ. Code, § 51.7) provides that "[a]ll persons within the
19 jurisdiction of this state have the right to be free from any violence, or intimidation by threat of
20 violence, committed against their persons, ... on account of" protected classifications including
21 race and color. (Civ. Code, § 51.7, subd. (b)(1) [incorporating Civ. Code, § 51(b) and (e)].)

22 55. Defendants committed acts of violence and intimidation by threats of violence
23 against Ms. Gonsalves because of her perceived race and color, in violation of the Ralph Act.

24 **SECOND CAUSE OF ACTION**

25 **Violation of FEHA: Discrimination Based on Source of Income, Race, and Color**

26 (Gov. Code, § 12955, subd. (a), (d), (k))

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

1 57. Government Code section 12955, subdivision (a) makes it unlawful “[f]or the
2 owner of any housing accommodation to discriminate against or harass any person because of the
3 race, color, ...[or] source of income ...of that person.”

4 58. Government Code section 12955, subdivision (d) provides that it is unlawful “[f]or
5 any person subject to the provisions of section 51 of the Civil Code . . . to discriminate against
6 any person on the basis of race, color, ... [or] source of income. . . or on any other basis
7 prohibited by that section.” Defendants are persons subject to the provisions of Civil Code section
8 51 and the Subject Property is a business establishment within the meaning of Civil Code section.

9 59. Government Code section 12955, subdivision (k) makes it unlawful “[t]o
10 otherwise make unavailable or deny a dwelling based on discrimination because of race, color,
11 ...[or] source of income...”

12 60. Race, color, or source of income “includes a perception that the person has any of
13 those characteristics or that the person is associated with a person who has, or is perceived to
14 have, any of those characteristics.” (Gov. Code, § 12955, subd. (m).)

15 61. “‘Source of income’ means lawful, verifiable income paid directly to a tenant, or
16 to a representative of a tenant, or paid to a housing owner or landlord on behalf of a tenant,
17 including federal, state, or local public assistance, and federal, state, or local housing subsidies,
18 including, but not limited to, federal housing assistance vouchers issued under Section 8 of the
19 United States Housing Act of 1937.” (Gov. Code, § 12955, subd. (p).)

20 62. Defendants discriminated against Ms. Gonsalves based on her perceived race,
21 color, and source of income in violation of Government Code section 12955, subdivisions (a), (d),
22 and (k), by subjecting her to inferior terms, conditions, privileges, facilities, or services in
23 connection with those housing accommodations, including by requiring her to make additional
24 payments above her contract rent amount; cancelling or terminating her rental agreement;
25 subjecting her to harassment; committing an unlawful self-help eviction and lock-out; and
26 refusing to allow her access to her personal belongings; among other unlawful actions. (See Gov.
27 Code, § 12927, subd. (c)(1).)

1 **THIRD CAUSE OF ACTION**

2 **Violation of FEHA: Harassment Based on Source of Income, Race, and Color**

3 **(Gov. Code, § 12955, subd. (a))**

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

6 64. Government Code section 12955, subdivision (a) makes it unlawful “[f]or the
7 owner of any housing accommodation to discriminate against or harass any person because of the
8 race, color, ...[or] source of income ...of that person.”

9 65. Defendants harassed Ms. Gonsalves based on her source of income, perceived
10 race, and color by subjecting her to a hostile environment. Defendants’ violence and threats of
11 violence, aggressive and discriminatory demeanor and statements, threats to evict and lock out,
12 self-help eviction, and refusal to allow Ms. Gonsalves access to her personal belongings, among
13 other conduct directed at Ms. Gonsalves, was sufficiently severe and pervasive to interfere with
14 Ms. Gonsalves’ use or enjoyment and availability of housing.

15 **FOURTH CAUSE OF ACTION**

16 **Violation of FEHA: Retaliation for Opposing Unlawful Practices**

17 **(Gov. Code, § 12955, subd. (f))**

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

20 67. Government Code section 12955, subdivision (f), provides that it is unlawful “[f]or
21 any owner of housing accommodations to harass, evict, or otherwise discriminate against any
22 person in the sale or rental of housing accommodations when the owner’s dominant purpose is
23 retaliation against a person who has opposed practices unlawful under [Government Code 12955],
24 informed law enforcement agencies of practices believed unlawful under this section, has testified
25 or assisted in any proceeding under this part, or has aided or encouraged a person to exercise or
26 enjoy the rights secured by this part.”

27 68. Ms. Gonsalves engaged in protected activity by refusing to make payments above
28 her contract rent amount and informing Defendants that the initial Notice to Terminate Tenancy

1 was discriminatory and complaining to the local police department regarding Defendants'
2 harassment.

3 69. Defendants retaliated against Ms. Gonsalves for opposing their discriminatory and
4 harassing conduct, in violation of Government Code, section 12955, subdivision (f). Among other
5 things, Defendants made discriminatory and harassing statements; communicated egregious and
6 continuing insults; made unfounded complaints regarding her home and visitors; threatened to
7 evict and lock her out of her home; committed an unlawful self-help eviction and lock out; and
8 refused to allow Ms. Gonsalves to access her personal belongings.

9 **FIFTH CAUSE OF ACTION**

10 **Violation of FEHA: Discriminatory Statements Based on Source of Income, Race,**
11 **and Color (Gov. Code, § 12955, subd. (c))**

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

14 71. Government Code section 12955, subdivision (c), provides that it is unlawful "[f]or
15 any person to make, print, or publish...any notice, statement, or advertisement...that that
16 indicates any preference, limitation, or discrimination based on race, color, ...[or] source of
17 income..."

18 72. Defendants issued a Notice to Terminate Tenancy and made oral and written
19 statements to Ms. Gonsalves indicating a limitation and discrimination based on source of
20 income, race, and color, in violation of Government Code section 12955, subdivision (c).

21 **SIXTH CAUSE OF ACTION**

22 **Violation of FEHA: Coercion, Threats, or Interference with Rights**
23 **(Gov. Code, § 12955.7)**

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

26 74. Government Code section 12955.7 provides that "[i]t shall be unlawful to coerce,
27 intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of
28 that person having exercised or enjoyed, or on account of that person having aided or encouraged

1 any other person in the exercise or enjoyment of, any right granted or protected by Section
2 12955.”

3 75. Defendants intimidated, threatened, and interfered with Ms. Gonsalves’
4 in the exercise of her rights under Section 12955 by committing violence against her, threatening
5 to commit violence against her, subjecting to her aggressive and discriminatory conduct and
6 statements, threatening to commit an unlawful self-help eviction and lock out, and committing an
7 unlawful self-help eviction and lock out against her, and preventing her from accessing her
8 personal belongings.

9 **SEVENTH CAUSE OF ACTION**

10 **Violation of FEHA: Discrimination Based on Disability**

11 **(Gov. Code, § 12955, subd. (a), (d))**

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

14 77. Government Code section 12955, subdivision (a), makes it unlawful “[f]or the
15 owner of any housing accommodation to discriminate against or harass any person because of
16 the... disability ... of that person.” (Gov. Code, § 12955, subd. (a).) Section 12955,
17 subdivision(d) similarly prohibits discrimination on this ground by “any person subject to the
18 provisions of Section 51 of the Civil Code, as that section applies to housing accommodations.”

19 78. The FEHA defines “discrimination” to include the “refusal to permit, at the
20 expense of the disabled person, reasonable modifications of existing premises occupied or to be
21 occupied by the disabled person, if the modifications may be necessary to afford the disabled
22 person full enjoyment of the premises” (Gov. Code, § 12927, subd. (c)(1).)

23 79. Ms. Gonsalves is a person with a physical disability. (Gov. Code, § 12926, subd.
24 (m).) Ms. Gonsalves requested that Defendants allow her to install handrails at the Subject
25 Property to allow her to move around easier and prevent her from falling. Defendants
26 unreasonably delayed and/or failed to grant Ms. Gonsalves request for reasonable modification, in
27 violation of Government Code section 12955, subdivisions (a) and (d).

28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **Violation of Unruh: Discrimination Based on Disability, Race, and Color**

3 **(Civ. Code, § 51)**

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

6 81. Civil Code section 51, subdivision (b), provides: "All persons within the
7 jurisdiction of this state are free and equal, and no matter what their . . . race, color, . . . [or]
8 disability. . . are entitled to full and equal accommodations, advantages, facilities, privileges, or
9 services in all business establishments of every kind whatsoever."

10 82. The Subject Property is a business establishment within the meaning of the Unruh
11 Act.

12 83. Based on the allegations set forth herein, Defendants violated the Unruh Act by
13 denying Ms. Gonsalves full and equal "accommodations, advantages, facilities, [and] privileges"
14 of their business establishment because of her disability, race, and color.

15 **JURY TRIAL DEMANDED**

16 84. Plaintiff CRD hereby requests a jury trial.

17 **PRAYER FOR RELIEF**

18 **Wherefore**, the Department, prays that this Court enter judgement in favor of CRD and
19 the Real Party in Interest and that it order the following relief:

20 1. Declare that Defendants have violated the above-listed provisions of the Ralph
21 Act, the FEHA, and the Unruh Act;

22 2. Permanently enjoin all unlawful practices alleged in this complaint and impose
23 injunctive relief prohibiting Defendants, their partners, agents, employees, assignees, and all
24 persons acting in concert or participating with them, from violating the unlawful practices alleged
25 herein pursuant to Government Code section 12989.2 and Civil Code section 52;

26 3. Enter a permanent injunction directing Defendants and their directors, officers,
27 agents, and employees to take all affirmative steps necessary to remedy the effects of the illegal
28 conduct described herein and to prevent similar occurrences in the future;

1 4. Award actual/compensatory and punitive damages to Plaintiff according to proof
2 under Government Code section 12989.2;

3 5. Award statutory damages under the Ralph Civil Rights Act, including Real Party
4 in Interest's actual damages, exemplary damages, and a civil penalty of up to \$25,000 for each
5 and every violation of Civil Code section 51.7 by any Defendant;

6 6. Award statutory damages under the Unruh Civil Rights Act, including damages of
7 up to three times Real Party in Interest's actual damages, but in no case less than \$4,000 for each
8 and every violation of Civil Code section 51 by any Defendant;

9 7. Award exemplary and punitive damages according to proof under California Civil
10 Code section 3294;

11 8. Grant reasonable attorneys' fees, expenses, and costs of the suit to Plaintiff
12 pursuant to Government Code section 12989.2 and Civil Code section 52;

13 9. Award interest on any monetary judgment; and,

14 10. All such other relief as the Court deems just.

15
16 Dated: December 16, 2022

CALIFORNIA CIVIL RIGHTS DEPARTMENT

17
18 By: Azadeh Hosseinian
19 AZADEH HOSSEINIAN
20 Senior Staff Counsel
21 Attorney for California Civil Rights Department
22
23
24
25
26
27
28