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8 CITY OF SANTA MONICA

*Exempt from filing fee pursuant
to Government Code §6103*

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES

11
12 CITY OF SANTA MONICA,

13 Plaintiff,

14 v.

15 JONATHAN LEE; LEON LEE; JENNY LEE;
16 and DOES 1-10,

17 Defendants.

Case No. 22SMCV00192

**FIRST AMENDED COMPLAINT FOR
HOUSING DISCRIMINATION AND
TENANT HARASSMENT**

[S.M.M.C Sections 4.56 and 4.28]

18
19 **INTRODUCTION**

20 1. Defendants are Santa Monica landlords who have refused to allow their tenant
21 to use a Section 8 housing voucher to help pay the rent. The tenant Liliana Dasic is 69 years
22 old, disabled, a liver transplant recipient, a cancer survivor, and extremely rent-burdened.
23 She pays all but \$198.00 of her monthly income on rent and is forced to use food stamps.
24 She is just one unexpected expense away from losing her home of twenty-five years.

25 2. Defendants are aware of Ms. Dasic's financial condition. However, their rental
26 income would increase and the value of their property would increase if Ms. Dasic's
27 financial condition forced her to leave her rent controlled home.
28

1 9. The tenant involved in this matter, Ms. Dasic, is a “tenant” at the
2 Property within the meaning of Santa Monica Municipal Code sections 4.56.010(g) and
3 4.56.020. At all times relevant to this lawsuit, her unit at the Property was a “rental housing
4 unit” within the meaning of Santa Monica Municipal Code sections 4.56.010(f) and
5 4.56.020.

6 10. Ms. Dasic has been living in her rent-controlled apartment for twenty-five
7 years and pays a controlled rent of \$838.78, far below market rent.

8 11. If the Defendants can get Ms. Dasic out of the unit, they could raise the rent to
9 market level, which, the City is informed and believes, is at least three times higher.

10
11 **ACTS OF DISCRIMINATION AND HARASSMENT**

12 12. In early December of 2021, the Santa Monica Housing Authority notified Ms.
13 Dasic that after many months on the Section 8 wait list, she finally had a Section 8 voucher
14 that she could use to pay her rent.

15 13. Section 8 vouchers are a form of housing subsidies dispensed from federal
16 funds to help communities fight homelessness. By paying any rent beyond 30 percent of the
17 tenant’s monthly income, a Section 8 voucher caps what a tenant pays, at a rate he or she can
18 actually afford.

19 14. The Section 8 voucher news understandably brought a feeling of relief to Ms.
20 Dasic. She had moved into the apartment in 1996 at the age of 44. Twenty-five years later,
21 she is now 69 years old, disabled, and with a fixed monthly income of \$838.78 from Social
22 Security retirement and disability checks. From that income, she has been struggling to pay
23 the rent along with her other expenses.

24 15. After paying the rent each month, Dasic is left with just \$198 to pay
25 for food, clothing, medications and other necessities. She has been forced to use food stamps
26 and has turned to the City for emergency funding to help her pay for the rent.

27 16. Dasic’s state of finances is not sustainable, and it is only a matter of time
28 before an unexpected expense forces her to give up her longtime home. With the voucher,

1 however, Dasic would only have to pay 30 percent of her income and would finally have
2 enough money left over each month to buy necessities and also save a little bit for the
3 unexpected.

4 17. Upon receiving the notification of the voucher from the Housing Authority,
5 Ms. Dasic filled out the necessary Request for Tenancy Approval packet (“RTA”) and then
6 forwarded that to Defendants on December 3, 2021 for Defendants’ own signatures and
7 information to accept the voucher.

8 18. Defendants responded to say they would not accept the voucher.

9 19. On December 22, 2021, the City Attorney’s Office contacted Mr. Lee and
10 informed him of Ms. Dasic’s fragile finances (along with the facts that she was disabled and
11 a senior). Mr. Lee refused to agree to accept the voucher.

12 20. As of this filing, Defendants have still refused, forcing Ms. Dasic to pay the
13 entire rent in February and March without the voucher.

14 21. Along with paying the rent, Ms. Dasic will soon be forced to request a voucher
15 extension.

16 22. Defendants have never returned the paperwork to the City’s Housing Division,
17 and they never accepted the voucher.

18 23. There have been personal exchanges between Ms. Dasic and the defendants
19 that defendants have made unnecessarily confrontational and intimidating, and which have
20 made Ms. Dasic feel further harassed.

21 24. Defendants have refused to accept the Section 8 voucher in a way that denies
22 or will deny Ms. Dasic housing on the basis of her housing subsidy, and also in bad faith to
23 coerce Ms. Dasic to vacate her home.

24
25 **DAMAGES**

26 25. As the direct and proximate result of the defendants’ wrongful acts described
27 above, Ms. Dasic suffered emotional distress and other damages in an amount according to
28 proof. The City also suffered damages to its proactive program to educate Santa Monica

1 residents about housing rights, especially with respect to the resources it has put into
2 informing the community about tenant harassment and Section 8 housing discrimination.

3
4 **FIRST CAUSE OF ACTION**

5 **(Tenant Harassment)**

6 26. The City incorporates and realleges the allegations of paragraphs 1 through 25.

7 27. The acts of defendants described above constitute violations of the Tenant
8 Harassment Ordinance (THO) as they attempted to influence a tenant to vacate her rental
9 unit through fraud, intimidation, and coercion, in violation of S.M.M.C. section 4.56.020(f).

10 28. The acts of defendants described above constitute additional violations of
11 the Tenant Harassment Ordinance (THO) as they violated other state laws prohibiting
12 housing discrimination (including the California Fair Employment & Housing Act which
13 added protection for Section 8 voucher holders in January of 2020), in violation of S.M.M.C.
14 section 4.56.020(h).

15 29. The acts of defendants described above constitute additional violations of
16 the Tenant Harassment Ordinance (THO) as they interfered with Ms. Dasic's privacy and her
17 right to quiet enjoyment in violation of S.M.M.C. sections 4.56.020(j) and (l).

18 30. For each act of wrongful harassment, the defendants are liable for all of the
19 remedies established in Santa Monica Municipal Code section 4.56.040.

20 31. Pursuant to Santa Monica Municipal Code section 4.56.040(d), the defendants
21 are jointly and severally liable, for each separate act in violation of the Harassment
22 Ordinance, for the actual damages suffered or for statutory damages in the sum of ten
23 thousand dollars, whichever is greater; and for the City's attorneys' fees and costs.

24 32. The court may award punitive damages pursuant to Santa Monica Municipal
25 Code section 4.56.040(d). This is an appropriate case for punitive damages because, among
26 other things, the defendants' actions were deliberate, willful, and malicious; and because of
27 the defendants' other prior unlawful acts of harassment involving other tenants.

1 33. Unless the defendants are enjoined from conducting similar misconduct, future
2 tenants at the Property are likely to suffer irreparable injury in the loss of their legal rights.

3 34. The defendants have committed acts, proposed to commit acts, and also
4 engaged in a pattern and practice, all of which violated Santa Monica Municipal Code
5 section 4.56.020. Injunctive relief is expressly authorized by Santa Monica Municipal Code
6 section 4.56.040(c).

7

8 **SECOND CAUSE OF ACTION**

9 **(Housing Discrimination Based on Source of Income)**

10 35. The City incorporates and realleges the allegations of paragraphs 1 through 34.

11 36. The defendants violated the fair housing rights of Ms. Dasic by denying her the
12 ability to use a Section 8 voucher, in violation of S.M.M.C. section 4.28.030.

13 37. The Court may award punitive damages. This is an appropriate case for
14 punitive damages because, among other things, the defendants' actions were deliberate,
15 willful, and malicious.

16 38. Unless the defendants are enjoined from conducting similar misconduct,
17 current and future tenants at the Property are likely to suffer irreparable injury in the loss of
18 their legal rights. Injunctive relief is expressly authorized by S.M.M.C. section 4.28.

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20 **THIRD CAUSE OF ACTION**

21 **(Housing Discrimination Under California Law)**

22 39. The City incorporates and realleges the allegations of paragraphs 1 through 38.

23 40. The defendants violated the fair housing rights of Ms. Dasic by denying her the
24 ability to use a Section 8 voucher, in violation of California Civil Code section 51.

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26 **PRAYER**

27 The City prays for judgment against the defendants as follows:

28 1. Injunctive relief that the Court deems appropriate, including but not limited to:

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a) a prohibition against any future acts that violate the City’s Anti-Housing Discrimination Ordinance, the Tenant Harassment Ordinance, and the California Unruh Civil Rights Act;

b) housing training for the defendants that covers the Anti-Housing Discrimination Ordinance and the Tenant Harassment Ordinance and other related housing laws;

2. Actual damages suffered by the tenant according to proof;
3. Statutory damages in the amount of \$10,000.00 for each act of harassment or discrimination;
4. Punitive damages;
5. Investigative costs;
6. Attorneys’ fees;
7. Costs of suit; and
8. Other relief that the Court deems proper.

Dated: March 4, 2022

JOSEPH LAWRENCE
Interim City Attorney

by /s/ Gary Rhoades
GARY RHOADES
Deputy City Attorney

Attorneys for plaintiff
CITY OF SANTA MONICA

COMPLAINT DEEMED VERIFIED PURSUANT TO C.C.P. §446.

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3
4 I am employed in the County of Los Angeles, State of California. My business
5 address is 1685 Main Street, Santa Monica, California 90401. I am over the age of eighteen
6 years and not a party to the action in which this service is made.

7 On **March 7, 2022** I served the document(s) described as **FIRST AMENDED**
8 **COMPLAINT FOR HOUSING DISCRIMINATION AND TENANT HARASSMENT**
9 on the interested parties in this action addressed as follows:

10 Jonathan Lee
11 3165 Barry Avenue
12 Los Angeles, California 90066
13
14
15

16 **XX (BY MAIL)** I am readily familiar with the City's practice of collection and
17 processing correspondence for mailing. Under that practice it would be deposited with the
18 U.S. Postal Service on that same day with postage thereon fully prepaid at **Santa Monica,**
19 **California** in the ordinary course of business. I am aware that on motion of the party
20 served, service is presumed invalid if postal cancellation date or postage meter date is more
21 than one day after date of deposit for mailing in affidavit.

22 [State] I declare under penalty of perjury under the laws of the State of California
23 that the above is true and correct.

24 Executed on March 7, 2022, at Santa Monica, California.

25 /s/ Deborah Freeman
26 DEBORAH FREEMAN
27
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