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

13 CITY OF SANTA MONICA,

14 Plaintiff,

15 v.

16 MASOUD ATEF, and DOES 1-20,

17 Defendants.

**Case No. 24SMCV01606**

**COMPLAINT FOR INJUNCTIVE  
RELIEF AND DAMAGES.**

1. Tenant Harassment, Santa Monica  
Municipal Code, Chapter 4.56.
2. Housing Discrimination, Santa  
Monica Municipal Code, Chapter 4.28

***[Verified Answer required pursuant to  
Code of Civil Procedure § 446]***

22  
23 **I. INTRODUCTION**

24 1. Defendant Masoud Atef, also known as “Matt Atef” (“Atef”) is a Santa Monica  
25 landlord of a four-unit Santa Monica rent-controlled property located in the Pico  
26 Neighborhood. Atef has harassed multiple tenants and intentionally discriminated against his  
27 tenants based on disability within the past three years:  
28

1 a. Atef has committed tenant harassment, using fraud, intimidation and coercion to  
2 influence his tenants to vacate, including by: yelling at his tenants in front of their children;  
3 refusing to register tenancies with the Santa Monica Rent Control Board (“Rent Control  
4 Board”); hiding the rent-control status of his property from his tenants; serving illegal eviction  
5 and rent increase notices; abusing the right to enter; threatening to evict a tenant for not  
6 agreeing to a new lease; unlawfully changing tenancy terms; refusing roommate replacement  
7 requests; refusing to make necessary repairs; removing housing services and amenities; and  
8 retaliating against his tenants for asserting their legal rights.

9 b. Atef has intentionally discriminated against his tenants based on disability,  
10 including by making statements in writing that he does not rent to persons who have “special  
11 conditions,” or “special needs,” or who require “special care and handling;” and by demanding  
12 applicants disclose their disabilities. He has also entirely refused to consider his tenant’s  
13 request for a reasonable accommodation and failed to engage in the fair housing legally  
14 required “interactive process,” a dialogue to identify an accommodation that would be  
15 acceptable to his disabled tenant.

16 2. Atef’s harassing and discriminatory conduct has continued despite intervention  
17 by the Rent Control Board and the Santa Monica City Attorney’s Office, and that conduct has  
18 caused his current and former tenants great and continuing physical and emotional distress,  
19 and financial harm.

20 3. The City of Santa Monica (“City”) brings this case pursuant to the City’s Tenant  
21 Harassment Ordinance (Santa Monica Municipal Code (“S.M.M.C.”) §§ 4.56.010-4.56.040)  
22 (“the THO”) and the Anti-Discrimination Ordinance (S.M.M.C. § 4.28.010-4.28.070) (the  
23 “ADO”). The City seeks injunctive relief; actual, statutory, and punitive damages; and attorneys’  
24 fees and costs.

## 25 **II. PARTIES**

26 4. The City is a municipal corporation and a California charter city. The City has  
27 standing to bring this action pursuant to S.M.M.C. §§ 4.28.060(a), 4.56.040(b) and (c).

28 5. The City is informed and believes and, on that basis, alleges that Defendant Atef

1 is an individual residing in Los Angeles County. The City brings this case against Atef in his  
2 individual capacity and as the owner, manager, and landlord of 1836 Euclid Street in the City  
3 of Santa Monica, California in Los Angeles County, a multi-family structure built in 1938 (the  
4 “Property”).

5 6. The true names and capacities of defendants Does 1 to 20 are unknown to the  
6 City who sues those defendants by the fictitious names and will amend the complaint to show  
7 their true names when they are ascertained. The City is informed and believes, and on that  
8 basis alleges, that each of the Doe defendants is responsible for the acts described below.

9 7. The City is informed and believes, and on that basis alleges, that at all times  
10 described below, each defendant was the agent, principal, servant, employee, or alter ego of  
11 the remaining defendants, or acted with their consent, ratification, and authorization, and in  
12 doing the acts hereinafter alleged, each defendant acted in such capacity with respect to the  
13 remaining defendants.

14 8. This Court is the proper venue for this Complaint because defendants did  
15 business in, and all the acts of harassment and housing discrimination alleged herein occurred  
16 at the Property in the City of Santa Monica and in the County of Los Angeles. The amount in  
17 controversy is also within the jurisdiction of this Court.

### 18 **III. RELEVANT FACTS**

#### 19 **A. Facts Applicable to all Tenancies**

20 9. Atef purchased the Property on June 25, 2005. He is and was, during all times  
21 relevant to this lawsuit, a “landlord” with respect to the Property pursuant to the THO,  
22 S.M.M.C. §§ 4.56.010 and 4.56.020, as well as a “person” who is renting a “housing  
23 accommodation” under the ADO, S.M.M.C. § 4.28.030.

24 10. The Property is subject to and covered by the Santa Monica Rent Control Charter  
25 Amendment, Chapter XVIII, (the “Rent Control Law”), which both regulates the amount of  
26 rent that can be charged to a tenant and the “just cause” reasons for which a tenant may be  
27 evicted.

28

1           11. After Atef purchased the Property in June 2005, he was informed by the Rent  
2 Control Board on November 8, 2005, that he was required to register as the owner within 30  
3 days, and that the Rent Control Law limits the amount of rent he can charge as well as the  
4 reasons Atef can evict tenants. Still, Atef did not register the Property for another year and a  
5 half, on December 1, 2006.

6           12. Subsequently, Atef got the Property temporarily exempted from the Rent  
7 Control Law as an owner-occupied triplex, because he purportedly lived at the Property  
8 between October 2009 and October 2016. However, in or about 2016, the City learned that  
9 Atef had been renting a bootleg unit, making the property a four-plex and ineligible for an  
10 owner- occupancy exemption from the Rent Control Law. The owner-occupancy exemption  
11 lapsed on October 26, 2016. Based upon information and belief, the City alleges that Atef,  
12 after being ordered by the City to stop renting the bootleg unit or to legally conform it, resumed  
13 illegally renting it, assuming he had ever stopped doing so.

14           13. Each summer, the Rent Control Board sends landlords covered by its law, a  
15 Report of Maximum Allowable Rents (“MARs”) (“MAR Report”) for their properties. The  
16 MAR Report informs the landlord of the current MAR for each unit and whether they are  
17 entitled to an annual increase in the MARs, also known as a General Adjustment (“GA”). The  
18 new MARs, as adjusted by the GA, can go into effect September 1<sup>st</sup>, so long as the landlord is  
19 entitled to the GA and the landlord provides proper advance notice to tenants. Rent Control  
20 Board records show that Atef was sent MAR Reports each year except between 2009-2016,  
21 when his property was exempt due to his owner-occupancy exemption.

22           14. The MAR Reports also remind property owners of their obligation to register  
23 new tenancies with the Rent Control Board pursuant to Rent Control Board Regulation  
24 13001(a). Pursuant to Regulation 13002(h), a landlord’s failure to register a tenancy precludes  
25 that landlord from implementing the GA until they register the new tenancy. From 2016 until  
26 April 2023, Atef failed to register any new tenancy of any person who resided in Units A, B,  
27 or C at the Property. He has never registered the fourth unit.

28

1           15.     After receiving multiple letters from the Rent Control Board in the Spring of  
2 2023, Atef was forced to register tenancies for units A, B, and C that had begun in 2021.

3           16.     Since 2017, pursuant to Regulation 13002(g), every landlord has been required  
4 to certify under penalty of perjury that, at the commencement of the tenancy, they provided  
5 their tenants with a Rent Control Information Sheet (“Information Sheet”), a single page  
6 summary of rights and responsibilities under the Rent Control Law. The City is informed and  
7 believes that Atef has failed and refused to provide the Information Sheet to any tenant at the  
8 inception of any new tenancy at the Property.

9           17.     Since October 8, 2020, Santa Monica has had a Residential Leasing  
10 Requirements Ordinance (the “RLRO”), SMMC 6.22.060, that requires a minimum lease term  
11 of one year for most residential tenancies. Atef has violated the RLRO by intentionally signing  
12 short-term leases with his tenants. Atef also failed to provide his prospective tenants with the  
13 requisite notice summarizing their rights under RLRO (“RLRO Notice”). He has also  
14 misinformed his tenants that they would be required to vacate whenever he wished to recover  
15 possession for personal use or to do substantial rehabilitation, in violation of the Rent Control  
16 Law. Atef’s decision to defy these legal requirements, was calculated, done in bad faith, and  
17 with the intent of misleading his tenants into vacating at his request.

18           18.     In May 2022, Atef informed the tenants in Units A, B, and C that at any time  
19 they could expect to receive 60-day notices to vacate their homes because he planned to do  
20 major renovations to the Property. Atef deliberately concealed from the tenants the fact that  
21 their tenancies were subject to the Rent Control Law and that performing renovations is not a  
22 “just cause” reason for eviction. Accordingly, the tenants lived with a false understanding of  
23 their rights and constant anxiety that they would have to move out whenever Atef decided it  
24 was time.

25           **B. Tenant Harassment and Discrimination against Erin Pillman (Unit C)**

26           19.     Erin Pillman has been a “tenant” of Unit C at the Property within the meaning  
27 of the THO, S.M.M.C. §§ 4.56.010 and 4.56.020, pursuant to a written lease agreement since  
28 October 9, 2021. Unit C is a two-bedroom, one-bathroom apartment which is both a “rental

1 housing unit” and a “housing accommodation” within the meaning of the THO, S.M.M.C. §§  
2 4.56.010 and 4.56.020, and the ADO, S.M.M.C. §§ 4.28.020 and 4.28.030, respectively.

3 20. On April 27, 2021, tenants Amanda Kuo (“Kuo”) and Laura Bensadoun  
4 (“Bensadoun”) signed a short-term 7 ½ month written rental agreement for Unit C at a rent of  
5 \$2,500. The lease specifically stated that the tenants were required to vacate by December 31,  
6 2021, contrary to the Rent Control Law and the RLRO. Atef did not timely register this tenancy  
7 with the Rent Control Board, nor did he provide either the Information Sheet to his tenants at  
8 the time they signed their lease or the RLRO Notice.

9 21. After Bensadoun vacated Unit C early, on October 9, 2021, Kuo found Pillman,  
10 a new tenant, and they entered into a new short-term rental agreement with Atef until March  
11 31, 2022, at the same rent, contravening the requirements of the RLRO.

12 22. After Kuo vacated in February 2022, Pillman located a new roommate, Sean  
13 Frazier (“Frazier”). On February 28, 2022, Pillman and Frazier entered into a new short-term  
14 rental agreement with Atef for a period of five months to pay \$2,500 per month in rent for the  
15 through July 31, 2022. Atef deliberately failed to inform the tenants they were protected from  
16 eviction without a “just cause.” He provided neither the required Information Sheet nor the  
17 RLRO Notice, leaving Pillman and Frazier unaware of their legal rights. Atef’s actions and  
18 inactions were fraudulent and done in bad faith, so he could force his tenants to vacate at any  
19 time.

20 23. In February 2023, Atef informed Pillman that he was not going to start  
21 renovations on her unit until he completed the work he planned for Units A and B, so she was  
22 not required to move yet.

23 24. In mid-March 2023, Pillman sent an email to Atef asking if she could replace  
24 Frazier with a new roommate named Robert Lacey beginning April 1, 2023, as it is her right  
25 under the Rent Control Law § 1806 (a)(2) to replace a roommate on a one-for-one basis.  
26 Pillman also gave Atef a list of necessary repairs to her unit, which included addressing mold  
27 under the kitchen and bathroom sinks and on the baseboards near the toilet.

1           25.     Initially, Atef agreed to make most of the repairs, but he later changed his mind  
2 in retaliation for Pillman’s refusal to sign a new lease and pay more rent. On March 21, 2023,  
3 Atef presented Pillman with a proposed new lease, raising the rent from \$2,500 to \$3,200, in  
4 violation of the Rent Control Law, falsely claiming that her lease with Frazier was no longer  
5 valid. The proposed lease would have made Pillman the only permitted occupant. Atef not  
6 only conditioned necessary repairs on Pillman signing the new lease, but he told her that if she  
7 did not agree, she would have to find a new place to live. Atef badgered Pillman for days  
8 through text messages and emails to pressure her to sign the new lease. It was at this point that  
9 Pillman sought legal advice, learned that her apartment was rent-controlled, and contacted the  
10 Rent Control Board.

11           26.     On March 31, 2023, Pillman emailed Atef that she would not agree to sign a new  
12 lease because she had learned that her existing lease was still valid under the Rent Control  
13 Law. Atef responded, “after careful consideration, I’m not allowing any roommate since we  
14 do not have a valid agreement,” claiming that since Frazier moved out, the 2022 lease is “null  
15 and void.” Atef demanded that Pillman financially requalify for the tenancy based on her  
16 income alone, something that she is not legally required to do under the Rent Control Law.

17           27.     On March 31, 2023, Hakhamanesh Mortezaie, staff attorney for the Rent Control  
18 Board, wrote a letter to Atef, informing him that his demand that Pillman signs a new lease  
19 with a \$700 rent increase violated the Rent Control Law and gave him 15 days to register the  
20 tenancy of Unit C with the Rent Control Board.

21           28.     Instead of complying with Mortezaie’s letter, on April 6, 2023, Atef sent another  
22 email to Pillman informing her that he was increasing her rent from \$2,500 to \$2,640 starting  
23 May 1, 2023.

24           29.     On April 10, 2023, Mortezaie wrote Atef another letter about Unit C, reminding  
25 him that he had still failed to register Pillman’s tenancy, failed to rescind the rent increase, and  
26 even issued a new rent increase notice of \$140, all in violation of the Rent Control Law.

1           30.     That same day, Atef emailed Pillman, claiming again that her 2022 lease was  
2 “null and void,” knowing very well that this was untrue. Atef wrote that Pillman would have  
3 to move out if she did not sign the new lease by the end of April.

4           31.     On March 31, 2023, Pillman informed Atef by email that there was mold under  
5 the kitchen and bathroom sinks and bathroom baseboards. She asked Atef to have someone  
6 who specializes in mold remediation do the work because she has health issues that make her  
7 sensitive to chemicals and mold. Pillman’s request qualified as a request for reasonable  
8 accommodation under federal, state and Santa Monica fair housing laws.

9           32.     On April 13, 2023, financially needing to share her two-bedroom apartment with  
10 a roommate, Pillman asked Atef for permission to have a woman named Natasha move into  
11 Unit C as her roommate on May 1, 2023. Atef ignored her request, and Pillman lost that  
12 roommate opportunity, leaving Pillman fearful she would have no one to share the rent with  
13 for May.

14           33.     The same day, Atef emailed Pillman, again attaching the proposed new lease,  
15 and requesting Pillman provide him with financial documents to demonstrate she could afford  
16 the rent on her own and an additional security deposit of \$1,200. Atef wrote: “Before the new  
17 lease takes effect, NO other occupancy for any purposes for any length and reason is NOT  
18 allowed.” He gave her two options: return Unit C to him vacant or sign a new agreement,  
19 giving her 15 days to decide.

20           34.     On April 19, 2023, Mortezaie wrote Atef a third letter about Unit C, informing  
21 him that he is not permitted by the Rent Control Law to require Pillman to sign a new lease  
22 that includes a provision that would limit occupancy of the unit to just Pillman, as having a  
23 roommate is a housing service that could merit the Rent Control Board granting a rent decrease  
24 to Pillman worth 50% of the rent.

25           35.     Finally, on April 30, 2023, Atef, likely concerned he would have the rent for  
26 Unit C cut in half, wrote Pillman an email conceding that she did not need to sign a new lease,  
27 allowing her to have one roommate and informing her that her rent is \$2,649.50 beginning  
28 June 1, 2023.



1           36.    On April 28, 2023, Atef also finally registered the tenancy in Unit C that had  
2 begun in 2021 with the Rent Control Board.

3           37.    Atef ignored Pillman’s request for reasonable accommodation, so on May 1,  
4 2023, Pillman sent another email to Atef stating that she believed there was an active leak in  
5 the pipes in the bathroom and again mentioned her health sensitivity to mold, with no  
6 immediate response.

7           38.    On May 3, 2023, Atef responded to Pillman’s reasonable accommodation  
8 request by email with intentionally discriminatory statements: “If you have *special conditions*  
9 *(based on what you said) and require special care & attention* you should have mentioned  
10 them in your application not two years later after the Rent Increase Notice. *I would have*  
11 *advised against you moving* in because it is an old building with lots of plants, trees, and  
12 flowers in the sounding, and Garbage cans next to your Window, maybe *it is not a wise choice*  
13 *for someone with a respiratory issue....*” (Emphasis added.)

14           39.    From the inception of her tenancy, Pillman was free to use the communal  
15 outdoor space, an amenity that was included in her rent. On May 3, 2023, Atef took this  
16 amenity away from Pillman. That day, Atef emailed Pillman: “Please remove your belongings  
17 from Front Yard, Side Yard, Back yard, and all common areas by mid-May ...whatever is left  
18 will be discarded and the person will be responsible for removal, disposal cost, and any lost,  
19 damaged, or missing item.” Pillman complied but was forced to sell her bicycle. Atef also  
20 removed Pillman’s access to a walkway on the north side of the building, outdoor lighting  
21 (creating a safety problem), and outdoor furniture. This appeared to be in retaliation for  
22 Pillman’s (and other tenants’) complaints to the City and Pillman’s requests for repairs as well  
23 as a reasonable accommodation to her disability.

24           40.    Since Atef refused to make necessary repairs unless she agreed to the illegal  
25 terms he sought to impose, on May 25, 2023, Pillman was forced to file a petition for a rent  
26 decrease with the Rent Control Board. In response to the prospect of having the rent lowered,  
27 Atef made some repairs and painted over the mold under the sink in the bathroom and kitchen  
28 and holes created by termites in her bedroom. When mold re-appeared, without any advanced

1 notice, Atef sent someone to paint over it again. For the remaining repairs for which he had  
2 received noticed in April 2023, a rent control hearing was held on September 26, 2023, and  
3 the hearing officer issued a decision on December 13, 2023 reducing Pillman's rent. Atef  
4 appealed that decision to the Rent Control Board. On February 8, 2024, the Rent Control Board  
5 affirmed the hearing officer's decision and Pillman's rent was reduced to \$2,052 for February  
6 and \$2,572 for March 2024.

7 41. Pillman had lived alone in the unit for all of May, June, and part of July 2023,  
8 which cost her over \$3,000 due to the delay in getting approval from Atef. Finally, on July 15,  
9 2023, Atef informed Pillman that she could have Kelly McCann move in to replace Frazier  
10 *“as long as she has no special needs (medical, mental and physical) that requires special care*  
11 *and handling.”* (Emphasis added.)

12 42. On August 20, 2023, Hurricane Hilary hit Santa Monica and water poured  
13 through the roof of the Property into the walls of Unit C, flooding the kitchen and damaging  
14 the cabinets. Pillman informed Atef the next day and requested that Atef come to the unit to  
15 assess the mold.

16 43. In early September 2023, Pillman hired a mold inspector who took moisture  
17 readings, confirming high levels of moisture. Pillman also contacted the Santa Monica Code  
18 Enforcement Division. On September 7, 2023, Santa Monica Code Enforcement Officer  
19 Benson Reed confirmed even higher moisture readings (70-100% wet) in the bathroom and  
20 kitchen ceilings/walls than Pillman's inspector had found, and issued a Notice of Violation,  
21 ordering Atef to: “Locate the source causing the moisture [and] [r]emediate any conditions  
22 causing the moisture/dampness (permits may be required).” Reed did not authorize Atef to  
23 open the walls in Unit C.

24 44. On September 7, 2023, Pillman again emailed Atef, imploring that he hires a  
25 professional company to safely remediate the mold because opening the walls would become  
26 a dangerous health hazard for her. She told Atef that there needs to be containment of the  
27 contaminated area and HEPA filters, and she asked that Atef temporarily relocate her as a  
28 reasonable accommodation to her disability.

1           45.     The same day, Atef ignored Pillman’s reasonable accommodation request again,  
2 and informed her that he was sending a crew the next day to start repairs. Out of concern for  
3 her health and worried he would open the walls *without taking any precautions to contain the*  
4 *mold contamination*, Pillman declined to have Atef start the work, asking to postpone to the  
5 following week.

6           46.     On or about September 14, 2023, Pillman received a mold report from BH  
7 Environmental, whom she hired herself, showing extremely elevated levels of  
8 Penicillium/Aspergillus, a particular toxic mold, in the bathroom. Pillman sent the report to  
9 Atef, again asking that he hire a mold professional. She informed Atef that she was  
10 experiencing chest pain and lung constriction, and she gave Atef a letter from her doctor,  
11 verifying that she is immune compromised.

12           47.     On September 23, 2023, without addressing Pillman’s health concerns, Atef sent  
13 Pillman an email, accusing her of causing damage to the Property by delaying repairs for 15  
14 days.

15           48.     Three days later, on September 26, 2023, Pillman emailed Atef stating that the  
16 water damage was due to the roof leak, not her fault, and she offered to provide names of  
17 experts to remediate the toxic mold. She even offered to pay for the remediation, having  
18 obtained several repair estimates.

19           49.     Atef ignored any risk to Pillman’s health as well as her offer to pay; instead,  
20 notifying her by email that he was entering on September 28, 2023, to make repairs. Pillman  
21 remained very concerned that Atef would simply open the walls and expose her to toxic mold,  
22 something she could not risk.

23           50.     During Pillman’s tenancy Atef has generally failed to serve written 24 hour  
24 written notices to enter the unit, sending, instead texts and emails (such as the one on  
25 September 28<sup>th</sup>), or just showing up at the door. He has also entered the Unit C under false  
26 pretenses and for purposes not permitted by state law, including for “general inspections.”

27           51.     On September 27, 2023, Pillman sent Atef by email a more formal written  
28 request for reasonable accommodation that he not begin work on her unit and wait until he

1 hires a mold professional; that he not conduct any mold remediation without proper  
2 containment as recommended by a certified mold professional; that he provide her and her  
3 roommate temporary accommodation during the remediation process; that he test the unit to  
4 ensure it is free of mold prior to their return; and that he waterproof the roof, so it does not  
5 continue to leak.

6 52. Atef did not respond to the reasonable accommodation request. Instead, on  
7 September 28, 2023, he emailed Pillman that he had made “all possible attempts” to resolve  
8 the problem, but she “hindered his efforts and delayed.”

9 53. On September 28, 2023, Denise McGranahan, Santa Monica Deputy City  
10 Attorney, sent Atef a letter reiterating Pillman’s request for reasonable accommodation,  
11 informing him that the refusal to make a reasonable accommodation to rules, policies,  
12 practices, or services, when such accommodations may be necessary to afford a person with a  
13 disability equal opportunity to use and enjoy any dwelling violates federal, state, and local  
14 law, specifically, the Santa Monica Anti-Discrimination Ordinance, § 4.28.030 (g).  
15 McGranahan informed Atef that he has a legal obligation to engage in the “interactive process”  
16 with Pillman to find a reasonable accommodation to her disability, and to confirm that he  
17 understands his obligations and would do so. Because Atef had provided notice to enter only  
18 by email, McGranahan also informed him in her September 28<sup>th</sup> letter that he is required to  
19 provide a 24-hour written notice of entry and that an email does not suffice, referring him to  
20 Civil Code § 1954.

21 54. Rather than acknowledge his legal obligations to Pillman, on September 29,  
22 2023, Atef responded to McGranahan in an email, stating: “1836 Euclid St. is a 90-year-old  
23 building and *Unit C is not a suitable place for someone with a rare immune disorder. This is*  
24 *NOT discrimination against handicapped persons, this is the limitation this property has to*  
25 *accommodate.”* (Emphasis added.) Atef also wrote in his email to the City that when Pillman  
26 moved in, she did not disclose her disability, and admitted that he had also asked Pillman  
27 whether her roommate had a special medical or mental condition that required special  
28 handling, treatments, or accommodation.” Atef also requested from McGranahan details about

1 Pillman’s disability that Pillman is not obligated to disclose to Atef for him to engage in the  
2 interactive process.

3 55. On October 24, 2023, the County of Los Angeles, Department of Public Health,  
4 Environmental Health Division, issued an order to Atef to address the mold condition no later  
5 than November 14, 2023. Atef did not comply with the order.

6 56. Hoping to educate Atef about his fair housing obligations, McGranahan wrote  
7 Atef another letter on October 29, 2023, reiterating that he is required by law to engage in a  
8 dialogue *with* Pillman to identify an accommodation that would address her health concerns  
9 about mold in the unit. McGranahan also informed Atef that it is unlawful to make  
10 discriminatory statements to or about his tenants based on disability. She further informed Atef  
11 that Pillman was not legally required to disclose her disability to him when she applied for the  
12 tenancy. She also informed Atef that it is illegal to state that his Property is not suitable for  
13 persons with disabilities. McGranahan gave Atef another opportunity to comply with the law,  
14 but Atef’s response on October 11, 2023, was the same—one that did not acknowledge his  
15 legal responsibilities, nor an agreement to engage with Pillman in the interactive process.

16 57. The City hoped that an office meeting would convince Atef to follow the City’s  
17 laws. Atef was invited to and attended a two-hour office conference on October 24, 2023.  
18 During this conference, McGranahan and Deputy City Attorney Jonathan Frank made a last  
19 attempt to explain the THO and the ADO to Atef, and to encourage him to agree to fulfill his  
20 legal obligation to enter the interactive process with Pillman to find a reasonable  
21 accommodation so she could use and enjoy the housing of her choice.

22 58. Instead of entering a mutual dialogue with Pillman, on October 31, 2023, Atef  
23 made a unilateral decision. He emailed Pillman and various city officials that, due to Pillman’s  
24 medical condition, *he decided* it would be best to address the mold infestation by opening and  
25 going through an exterior wall, not from inside.

26 59. Atef also falsely communicated by email that he had not yet received evidence  
27 of Pillman’s medical condition, when, in fact, Pillman had provided him letters from multiple  
28 doctors on several occasions, including one dated September 15, 2023, from Dr. Susan Duan

1 and one dated October 11, 2023 from Dr. Michael Levine, both of which adequately verified  
2 Pillman’s disability and her need for the requested accommodations.

3 60. On November 14, 2023, Atef removed all the stucco from the back of Unit C  
4 without first applying for and receiving a City permit, right before the winter rains began.  
5 Code Enforcement Officer Reed issued a “Stop Work Order” the same day, insisting Atef  
6 obtain proper permits. Over four months later, Atef has not obtained the necessary permits.  
7 There is a hole in Pillman’s bathroom wall, and she can see straight through to the alley  
8 outside. The plastic covering that Atef had placed over the area where the stucco was removed  
9 is not secure and has left the building exposed to rain throughout the winter.

10 61. On November 17, 2023, Pillman informed Atef that on November 14, 2023,  
11 when it rained, the roof leaked again. Pillman informed Atef by email: “The smell of mold in  
12 the unit last night and today is about 3x as bad as it was previously. And my lungs have never  
13 felt this bad in my entire life. This is an emergency situation. Mr. Atef, Lee Brooks has offered  
14 you a free consultation. He is truly an expert in these matters, and we need an expert. Will you  
15 please schedule that consult, and can we please get this situation fixed?”

16 62. On November 20, 2023, Atef emailed Pillman, inappropriately demanding  
17 copies of her medical records; asking intrusive questions about her disability; and accusing her  
18 of lying about her disability and the existence of the mold. Atef has not done any professional  
19 testing to contradict the report from Priority Lab provided by Pillman on or about September  
20 14, 2023.

21 63. On December 4, 2023, Atef served Pillman by email with a 24-hour “annual  
22 inspection” notice despite having been informed by McGranahan in writing on September 28,  
23 2023 that “state law requires a written 24-hour notice of entry; an email does not suffice....”  
24 Upon receipt, Pillman emailed Atef that the City had informed him that these types of notices  
25 must be in writing and sent him a link to Civil Code § 1954. In response the next day, Atef  
26 served a written 24-hour notice to inspect on December 6<sup>th</sup> stating a new reason: to perform a  
27 mortgage lender inspection.

28

1           64.     On December 3, 2023, Pillman’s roommate, Kelly McCann moved out. Pillman  
2           emailed Atef on December 30, 2023, requesting to replace her roommate, as she is entitled to  
3           replace a departed roommate under her lease on a one-for-one basis under the Rent Control  
4           Law.

5           65.     On December 17, 2023 and January 7, 2024, Atef emailed Pillman, insisting that  
6           for her next roommate, she disclose to that person that she has a dispute with Atef and that she  
7           is pursuing a mold case and filing for “substandard states”; and that Pillman sign a document  
8           agreeing to those conditions.

9           66.     On January 9, 2024, McGranahan wrote an email to Atef, informing him that the  
10          conditions he was placing on Pillman getting a new roommate are impermissible and  
11          unreasonable, and in violation of Rent Control Law, Section 1806(a)(2). She informed Atef  
12          that his unlawful refusal to allow Pillman to have a roommate to share half of the rent would  
13          constitute another violation of the THO, as it appeared that his refusal is in bad faith and could  
14          result in Pillman having to relinquish her rent-controlled apartment due to the rent burden.  
15          McGranahan requested that Atef confirm in writing by January 14<sup>th</sup> that he would allow  
16          Pillman a roommate without imposing unlawful conditions.

17          67.     On January 14, 2024, Atef responded to McGranahan but did not remove any of  
18          his conditions for allowing a roommate. He wrote in pertinent part, “You cannot deny my  
19          rights to protect myself, especially with the recent events, and ignore other’s rights just because  
20          you want to keep her here no matter what? Violating how many people’s rights to protect  
21          one? As far as I’m concerned, she has the right to stay and have a roommate as long as our  
22          rights and protection are not ignored.” Atef never informed Pillman that her roommate request  
23          was unconditionally approved, worrying Pillman that she could be evicted if she got a  
24          roommate; or, if she did not, that she could be evicted for nonpayment of rent due to being  
25          unable to afford the unit on her own.

26          68.     In February 2024, Atef took away several amenities included in Pillman’s  
27          tenancy since she moved in. This took place the same month that Pillman’s rent was decreased  
28

1 by the Rent Control Board. On February 8, 2024, Atef locked the laundry room door, removing  
2 Pillman’s (and the other tenants’) access to the laundry facilities.

3 69. On February 13, 2024, Pillman emailed Atef, requesting that he unlock the  
4 laundry room door. He responded two days later that the laundry is not part of her unit nor a  
5 listed amenity; that the laundry machine was left behind by a previous tenant; and, that it is  
6 not safe to use because it was leaking gas. He told the tenant residing in the bootleg unit a  
7 different story. Atef also informed Pillman that he would no longer service her water filtration  
8 system since that was also not an amenity, just left behind by a prior tenant. This statement  
9 was false as Atef’s own company installed the water filtration system and did so in other units.

10 70. On March 20, 2024, Pillman emailed Atef about a termite problem, attaching a  
11 photograph of the droppings. Pillman wrote: “There is a termite issue in the bathroom. I  
12 discovered a pile of termite droppings in the southwest corner of the bathroom this morning.”

13 71. Atef came to the unit on March 25, 2024. He entered the unit and told Pillman it  
14 was just a “pile of dust.” He then vacuumed up the termite droppings. As Atef was leaving,  
15 Pillman informed him that the pilot light on her gas heater was out and that she had no heat.  
16 Atef responded that she should just push the red button. Pillman tried that and then followed  
17 Atef outside to say that the heater still did not work. Atef walked into a storage room, ignoring  
18 her.

19 72. On April 2, 2024, Pillman discovered another place in her unit with a large  
20 amount of termite droppings, so she emailed Atef again and asked him if he was going to  
21 address the actual termite problem. She also told him that her gas heating unit was still not  
22 working and that it was cold, so she wanted it to be fixed. Atef responded the next day,  
23 accusing Pillman of making false statements and sounding a false alarm. He also falsely  
24 accused Pillman of using her apartment “for commercial purposes.”

25 73. In her April 2, 2024 email, Pillman also wrote to Atef: “And the part that is by  
26 far the most concerning, as it is negatively impacting my health, is the mold in the bathroom.  
27 The stench of mold in there is always strong and terrible, as the mold has been proliferating  
28 freely since the roof leaked in August 2023. There is also a strong stench of mold when I open



1 the cupboard in the SW corner of the kitchen. I'm still waiting for you to send someone for  
2 professional remediation.”

3 74. As of the date of the filing of this lawsuit, Atef has done nothing more to address  
4 the toxic mold Pillman alleges exists in Unit C. He has not engaged in the interactive process.  
5 He has done no testing or remediation, and he has not temporarily relocated Pillman to ensure  
6 she would not be exposed to toxic mold, which Pillman believes is endangering her health.

7 **C. Tenant Harassment Against Victor Cano and Andrea Fuentes Fache (Unit A)**  
8 **and Against Ricardo Sanchez-Saez (Unit B)**

9 75. Victor Cano (“Cano”) and Andrea Fuentes Fache (“Fache”) moved into Unit A  
10 at the Property on August 21, 2021 and became “tenants” at the Property within the meaning  
11 of the THO, S.M.M.C. §§ 4.56.010 and 4.56.020, pursuant to a written lease agreement,  
12 residing there with their minor children until May 13, 2023. Cano’s and Fache’s monthly rent-  
13 controlled rate for Unit A was \$3,100, which was below market rate. Unit A is a two-bedroom,  
14 one-bathroom apartment, that shares outdoor space with the other units. Unit A is a “rental  
15 housing unit” and a “housing accommodation” within the meaning of the THO, S.M.M.C. §§  
16 4.56.010 and 4.56.020, and ADO, S.M.M.C. §§4.28.020 and 4.28.030, respectively.

17 76. In approximately 2016, Ricardo Sanchez-Saez (“Sanchez-Saez”) became a  
18 tenant of Unit B at the Property. During all relevant times, Sanchez-Saez was a “tenant” within  
19 the meaning of the THO, S.M.M.C. §§ 4.56.010 and 4.56.020, pursuant to a written lease  
20 agreement. Unit B is a two-bedroom, one-bathroom apartment, which constitutes a “rental  
21 housing unit” and a “housing accommodation” within the meaning of the THO, S.M.M.C. §§  
22 4.56.010 and 4.56.020, and ADO, S.M.M.C. §§ 4.28.020 and 4.28.030, respectively.

23 77. On August 4, 2022, Atef showed up unannounced, stomped around Unit A, took  
24 pictures of Cano’s and Fache’s personal property, and yelled at Cano in front of his two  
25 children and a friend. Atef yelled, “Get rid of all of this garbage!” while pointing at his tenants’  
26 outdoor items and children's bicycles. Cano’s and Fache’s children became frightened, started  
27 to cry, and retreated into the apartment. Atef pointed to a tree and stated, “Look at this thing!  
28 You have to pay for this! You cannot go around, damaging the property of others!” Due to

1 Atef's conduct, Cano and Fache experienced stress and anxiety and did not sleep for multiple  
2 nights.

3 78. After August 4, 2022, Atef showed up to Unit A without notice or consent  
4 multiple times per week. When Cano asked Atef to provide notice, Atef replied, "This is my  
5 property, and I can come every time I want!"

6 79. On February 17, 2023, Atef informed Cano and Fache in Unit A and Sanchez-  
7 Saez in Unit B that he was planning to do a two-story construction over their units, and he  
8 served them with written notices to vacate by May 31, 2023, claiming that he needed the units  
9 for his "personal use," which is not a valid "just cause" for eviction under the Rent Control  
10 Law. If he was planning to move himself and his family in, he did not offer permanent  
11 relocation, as required by Santa Monica law.

12 80. On February 18, 2023, Atef went to Unit A without notice or consent of Cano  
13 and Fache, the tenants, and asked Cano if he had started to look for a place to move. Atef  
14 insisted Cano was required by law to vacate following his demands. Cano asserted his rights  
15 and informed Atef of his intent to stay at the Property. Also, on February 18, 2023,  
16 unbeknownst to his tenants, Atef put the Property up for sale.

17 81. On March 9, 2023, Mortezaie, the Rent Control Board attorney, wrote a letter to  
18 Atef, informing him that his eviction notices, purporting to terminate the tenancies in Units A  
19 and B violated the Rent Control Law and that Atef's notices failed to set forth a "just cause"  
20 for eviction under section 1806 of the Rent Control Law. Mortezaie also informed Atef that  
21 he had failed to register the tenancies of Units A and B with the Rent Control Board, providing  
22 him 15 days to do so.

23 82. Despite having been informed by Mortezaie of his obligations under the Rent  
24 Control Law, Atef did not withdraw his termination notices to Units A and B.

25 83. On March 16, 2023, Atef came to Unit A without notice or consent. Atef told  
26 Cano that his family could no longer use the communal outdoor space and needed to remove  
27 their belongings. Atef attempted to justify this reduction in services by saying Cano and Fache  
28 were "just renting the inside of the building." Atef demanded Cano purchase a storage shed

1 for the items in the communal outdoor space. Atef asked Cano again if he had started looking  
2 for a new unit. Cano informed Atef that he and his family intended to stay in Unit A. Atef  
3 retorted, “I want to move here, and you have to leave. This is the law.”

4 84. On March 20, 2023, Atef asked Fache via email if she and her family planned to  
5 vacate by the end of May. On March 21, 2023, Atef sent an email demanding a list of reasons  
6 why Cano and Fache wanted to remain in Unit A. Cano replied that he and his wife intended  
7 to stay in Unit A because the monthly rent was affordable, and their children were enrolled in  
8 the local schools. That same day, Atef responded via email, “Your financial situation is not a  
9 valid reason, you should fix your situation or get help from the government, your landlord is  
10 not responsible for your financial situation.” Atef claimed he needed Cano and Fache to vacate  
11 because he and his family needed a bigger space, his mother needed to move in, and he planned  
12 to do construction. Atef told Cano and Fache, “I’m sure you don’t want to expose yourself and  
13 your kids to construction dust and noise and you will be forced to leave during the  
14 construction... I know the rents are expensive now... your rent should be between \$3,600 to  
15 \$4,600 considering the amenity this place is offering.... But I need the place for my own use  
16 and the law permitted me to do so....”

17 85. On March 30, 2023, in retaliation for Cano and Fache expressing their rights to  
18 remain at Unit A and for contacting the Rent Control Board, Atef increased the rent for Unit  
19 A from \$3,100 to \$3,240. The rent increase was unlawful because it was retaliatory and  
20 because Atef had not registered the tenancy of the unit with the Rent Control Board.

21 86. After learning of his right to stay in Unit B, Sanchez-Saez informed Atef that he  
22 was not moving out. On or about March 30, 2023, Atef served Sanchez-Saez an illegal rent  
23 increase. That rent increase was later retracted by Atef after Mortezaie wrote to Atef, informing  
24 him that the increase was unlawful under the Rent Control Law.

25 87. On April 13, 2023, Atef falsely alleged that by utilizing the Property’s  
26 communal outdoor space, Cano and Fache violated their lease agreement. Atef told Cano and  
27 Fache, “The property is not designed and not set up for ANY outdoor activity.” Atef demanded  
28 that Cano and Fache and their children “refrain” from any outdoor activity at the Property.

1 Atef again demanded Cano and Fache remove all their belongings from the exterior of the Unit  
2 A by April 28, 2023. Otherwise, Atef planned to remove and dispose of their property at his  
3 tenants' expense. Cano complied with Atef's demand to remove the items from the communal  
4 outdoor space and purchased a storage shed at his own expense. Atef never reimbursed Cano.

5 88. On May 5, 2023, Atef inspected Unit A despite Cano's and Fache's objections  
6 and without a written notice.

7 89. On or about April 30, 2023, Atef also finally registered the tenancies in Units A  
8 and B, that had begun in 2021 with the Rent Control Board.

9 90. Due to Atef's harassment, Cano and Fache moved out of Unit A on May 13,  
10 2023. Atef never returned their security deposit. Due to Atef's conduct, his tenants experienced  
11 stress and anxiety and did not sleep for multiple nights.

12 91. Atef did not move into Unit A after Cano and his family left and he did not  
13 commence construction. On May 18, 2023, five days after Cano and Fache vacated, Atef put  
14 the Property back on the market for sale. On the same day and again on August 11, 2023, Atef  
15 listed Unit A for re-rental. Based upon information and belief, Atef thereafter rented Unit A to  
16 one or more new tenants, and has failed register these new tenancies with the Rent Control  
17 Board.

#### 18 **IV. DAMAGES**

19 92. Defendant's tenants, including Pillman and her roommates, Cano, Fache,  
20 Sanchez-Saez, and applicants for housing opportunities at Defendant's Property, have all  
21 suffered emotional distress, financial loss, physical harm, shock, stress, and loss of affordable  
22 housing as a proximate result of Defendant's harassing, retaliatory, and discriminatory  
23 conduct, statements, and tactics, in an amount according to proof.

24 93. As the direct and proximate result of the Defendant's wrongful acts described  
25 above, the City also suffered damage to its proactive program to educate Santa Monica  
26 residents about housing rights; and about tenant harassment and fair housing.

1 **FIRST CAUSE OF ACTION**

2 (Violation of the Tenant Harassment Ordinance, S.M.M.C. Ch. 4.56)

3 94. The City incorporates and realleges by reference, as though fully set forth in this  
4 paragraph, all the allegations of the Complaint.

5 95. The acts of the Defendant described above constitute violations of the Santa  
6 Monica Tenant Harassment Ordinance (the “THO”). Specifically, Defendant, acting in bad  
7 faith did the following:

- 8 A. terminated or failed to provide housing services required by contract and by a local  
9 housing law; specifically, the Santa Monica Rent Control Charter Amendment  
10 (S.M.M.C. § 4.56.020(a));
- 11 B. failed to perform repairs and maintenance required by contract or by State, County  
12 or local housing, health, or safety laws (S.M.M.C. § 4.56.020(b));
- 13 C. abuse the landlord’s right of access into a rental unit as that right is specified in  
14 California Civil Code Section 1954 (S.M.M.C. § 4.56.020(d));
- 15 B. attempted to influence his tenants to vacate their rental units through fraud,  
16 intimidation, or coercion, including through excessive rent increases, baseless  
17 threats to evict and unreasonably withholding the right to sublease as set forth in  
18 City Charter Sections 1806(a)(2) (S.M.M.C. § 4.56.020(f));
- 19 C. violated laws which prohibit discrimination based on disability, expressly  
20 protected by a local and/or state law, including intentional discrimination and  
21 refusing to enter in good faith into the “interactive process” after receiving  
22 requests for reasonable accommodation to disability (S.M.M.C. § 4.56.020(h));
- 23 D. interfered with his tenants’ rights to quiet use and enjoyment of a rental housing  
24 unit as that right is defined by California law (S.M.M.C. § 4.56.020(j));
- 25 E. imposed or attempted to impose an unlawful or excessive rent increase (S.M.M.C.  
26 § 4.56.020(m))<sup>1</sup>; and,

27  
28 <sup>1</sup> S.M.M.C. § 4.56.020(m) was added to the THO by amendment on February 13, 2024, pursuant to Ordinance No. 2776CCS, and took effect, on March 14, 2024. The amendment applies to conduct occurring after that date. Imposing excessive rent increases also explicitly violated S.M.M.C. § 4.56.020(f) prior to March 14, 2024.

1 F. retaliated against his tenants for reporting violations of, or exercising any right  
2 protected by, any local housing, health or safety, fair housing, or other tenant  
3 protection law. (S.M.M.C. § 4.56.020(n)<sup>2</sup>).

4 96. For each act of wrongful act of harassment, the Defendant is liable for all  
5 remedies set forth in SMMC § 4.56.040. Pursuant to SMMC § 4.56.040(d), the Defendant is  
6 liable, for each separate act in violation of the THO, for the actual damages suffered, or for  
7 statutory damages, for each offense committed before March 14, 2024<sup>3</sup>, in the sum of between  
8 \$1,000 and \$10,000, whichever is greater, and for each offense committed after March 14,  
9 2024, between \$1,000 and \$20,000 per offense. In addition, Defendant is liable for an additional  
10 penalty of up to \$5,000 for each offense committed against a disabled person; and, for the City’s  
11 attorneys’ fees and costs.

12 97. The court may award punitive damages pursuant to SMMC § 4.56.040(d).  
13 Punitive damages are appropriate in this case because, among other things, the Defendant's  
14 actions were deliberate, willful, and malicious; and because Defendant’s abhorrent and  
15 egregious unlawful acts against multiple tenants, including against children, demonstrate a  
16 pattern and practice of discrimination and harassment that must be punished severely so they  
17 are not perpetrated on future tenants. Furthermore, Defendant has purposely continued to  
18 engage in unlawful and egregious behavior even after being warned by the City that his conduct  
19 was illegal.

20 98. Unless the Defendant is enjoined from conducting similar misconduct, the  
21 current and future tenants at his properties are likely to suffer irreparable injury in the loss of  
22 their legal rights.

23 99. The Defendant has committed acts of harassment, proposed to commit acts of  
24 harassment, and engaged in a pattern and practice of tenant harassment, all of which have  
25 violated prohibitions under SMMC § 4.56.020. Injunctive relief is expressly authorized by  
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27 <sup>2</sup> S.M.M.C. § 4.56.020(n) was also added by amendment on February 13, 2024, and took effect on March 14, 2024,  
28 Retaliation also constitutes coercion and intimidation, which violated S.M.M.C. § 4.56.020(f) prior to March 14, 2024.  
<sup>3</sup> The penalty was increased, effective March 14, 2024, when the THO amendments took effect.

1 SMMC § 4.56.040(c).

2 **SECOND CAUSE OF ACTION**

3 (Violation of the Housing Anti-Discrimination Ordinance, S.M.M.C. Ch. 4.28)

4 100. The City incorporates and realleges by reference, as though fully set forth in this  
5 paragraph, all the allegations of the Complaint.

6 101. Defendant has violated the fair housing rights of Pillman, her roommates, other  
7 tenants, and applicants for housing opportunities at the Property by doing the following  
8 prohibited activities in violation of the Santa Monica Housing Anti-Discrimination Ordinance:

9 A. Refusing to rent or lease a housing accommodation or otherwise deny a housing  
10 accommodation to any person based on disability (S.M.M.C. § 4.28.030 (a));

11 B. Representing to any person based on disability that a housing accommodation is  
12 not available for rental when it is, in fact, available (S.M.M.C. § 4.28.030 (b));

13 C. Making, printing, or publishing any notice, statement, sign, advertisement,  
14 application, or contract regarding a housing accommodation offered by that  
15 person that indicates any preference, limitation, or discrimination with respect  
16 to disability (S.M.M.C. § 4.28.030 (c));

17 D. Refusing to make reasonable accommodations in rules, policies, practices, when  
18 such accommodations may be necessary to afford a person with a disability  
19 equal opportunity to use and enjoy any dwelling (S.M.M.C. § 4.28.030 (g));

20 102. For each act of wrongful discrimination, the Defendant is liable for up to \$10,000  
21 per violation and all other remedies set forth in S.M.M.C. § 4.28.060 and § 4.28.070.

22 103. The court may award punitive damages pursuant to SMMC § 4.28.060. Punitive  
23 damages are appropriate in this case because, among other things, the Defendant's actions  
24 were deliberate, willful, and malicious; and because Defendant had multiple opportunities to  
25 follow fair housing law but made a very conscious decision to disobey his legal obligations to  
26 Pillman and his other tenants. Defendant's pattern and practice of discriminating based on  
27 disability must be punished severely so it is not perpetrated on future tenants.

28 104. Unless the Defendant is enjoined from similar misconduct, the current and future

1 tenants at the Property are likely to suffer irreparable injury in the loss of their full and equal  
2 access to accommodations, advantages, facilities, privileges, services, and legal rights  
3 including fair housing, privacy, and quiet enjoyment.

4 105. Injunctive relief is expressly authorized by S.M.M.C. § 4.28.070.

5 **PRAYER**

6 The City prays for judgment against the Defendant as follows:

- 7 1. Injunctive relief that the Court deems appropriate, including but not limited to:
- 8 a. Prohibition of any future acts of harassment and discrimination by the  
9 Defendant or his agents that violate the THO, the ADO, and any other  
10 fair housing laws;
  - 11 b. Completion of a housing training of at least 5 hours that covers the THO,  
12 the Santa Monica Rent Control Charter Amendment, fair housing laws,  
13 and other related housing laws;
  - 14 c. Establishment of written policies and procedures, approved by the City,  
15 relating to Santa Monica Rent Control laws, tenant protection and fair  
16 housing laws, including the requirement to make reasonable  
17 accommodations to a person with a disability;
  - 18 d. Granting of Pillman’s request for reasonable accommodation by hiring  
19 and paying for a licensed mold remediation company, approved by the  
20 City, to test for mold in Unit C, and a separate licensed mold remediation  
21 company to remediate mold, and providing temporary relocation benefits  
22 according as required by the Santa Monica Relocation Ordinance,  
23 Chapter 4.36.
  - 24 e. Restoration of all housing services taken away from Pillman and other  
25 tenants at the Property, including the right to replace a roommate on a one  
26 for one basis, use of the laundry facilities, maintenance of the water  
27 filtration system, and use of the common area.
- 28 2. Actual damages suffered by Defendant’s tenants, and the City, according to




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- proof;
- 3. Statutory damages for each act of harassment;
- 4. Statutory damages for each act of discrimination;
- 5. Punitive damages;
- 6. Investigative costs;
- 7. Attorney's fees;
- 8. Costs of suit; and
- 9. Other relief that the Court deems just and proper.

Dated: April 4, 2024

DOUGLAS SLOAN  
City Attorney

By:   
\_\_\_\_\_  
Denise McGranahan  
Jonathan Frank  
Deputy City Attorneys

Attorneys for Plaintiff  
CITY OF SANTA MONICA