

MICHAEL G. ALLEN*
D. SCOTT CHANG #146403
JAMIE L. CROOK #245757
RELMAN, DANE & COLFAX
PLLC
1225 19th St. NW, Suite 600
Washington D.C. 20036
Telephone: (202) 728-1888
Facsimile: (202) 728-0848
schang@relmanlaw.com

* Application for admission
pro hac vice approved by
Court order Doc. No. 15

PAULA D. PEARLMAN
#109038
MARIA MICHELLE UZETA
#164402
UMBREEN BHATTI
Registered Legal Services
Attorney #801458
DISABILITY RIGHTS
LEGAL CENTER
Loyola Public Interest Law
Center
800 S. Figueroa Street, Suite
1120
Los Angeles, CA 90017
Telephone: (213) 736-1496
Facsimile: (213) 736-1428
Michelle.Uzeta@lls.edu

DAVID GEFFEN #129342
DAVID GEFFEN LAW FIRM
530 Wilshire Blvd., Suite 205
Santa Monica, CA 90401
Telephone: (310) 434-1111
Facsimile: (310) 434-1115
Geffenlaw@aol.com

DARA SCHUR #98638
DISABILITY RIGHTS
CALIFORNIA
1330 Broadway, Suite 500
Oakland, CA 94612
Telephone: (510) 267-1200
Facsimile: (510) 267-1201
Dara.Schur@disabilityrightsca
.org

AUTUMN ELLIOTT #230043
KEVIN BAYLEY #218070
DISABILITY RIGHTS
CALIFORNIA
350 S. Bixel Ave., Suite 290
Los Angeles, CA 90017
Telephone: (213) 213-8000
Facsimile: (213) 213-8001
Autumn.Elliott@disability
rightsca.org

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT FOR THE
CENTRAL DISTRICT OF CALIFORNIA
(WESTERN DIVISION)

INDEPENDENT LIVING CENTER OF
SOUTHERN CALIFORNIA, a California
non-profit corporation; FAIR HOUSING
COUNCIL OF SAN FERNANDO
VALLEY, a California non-profit
corporation; and COMMUNITIES
ACTIVELY LIVING INDEPENDENT
AND FREE, a California non-profit
corporation,

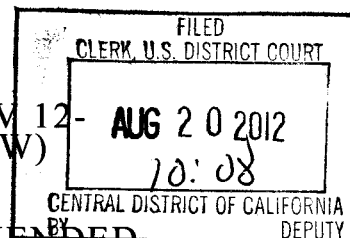
Plaintiffs,

vs.

CITY OF LOS ANGELES,
CALIFORNIA, a California municipal
corporation; COMMUNITY
REDEVELOPMENT AGENCY OF THE

CASE NO. CV 12-
0551 SJO (PJW)

SECOND AMENDED
COMPLAINT FOR
INJUNCTIVE,
DECLARATORY,
AND MONETARY
RELIEF; DEMAND
FOR TRIAL BY
JURY



1 CITY OF LOS ANGELES, a public
 2 entity; CRA/LA DESIGNATED LOCAL
 3 AUTHORITY, a public entity and
 4 successor agency to the COMMUNITY
 5 REDEVELOPMENT AGENCY OF THE
 6 CITY OF LOS ANGELES; OVERSIGHT
 7 BOARD FOR THE CRA/LA
 8 DESIGNATED LOCAL AUTHORITY, a
 9 public entity; 105 EAST "I" STREET,
 10 L.P., a California limited partnership;
 11 12129 EL DORADO AVENUE, L.P., a
 12 California limited partnership; 4651
 13 HUNTINGTON, L.P., a California
 14 limited partnership; 505 BONNIE BRAE
 15 PARTNERS, L.P., a California limited
 16 partnership; 901 SOUTH BROADWAY
 17 STREET LIMITED PARTNERSHIP, a
 18 California limited partnership; ADAMS
 19 935, L.P., a California limited
 20 partnership; AMCAL MONTECITO
 21 FUND, L.P., a California limited
 22 partnership; AMISTAD PLAZA
 23 PARTNERS LIMITED PARTNERSHIP,
 24 a California limited partnership;
 25 ANDALUCIA SENIOR APARTMENTS,
 26 L.P., a California limited partnership;
 27 ARDMORE 959 PARTNERS, L.P., a
 28 California limited partnership;
 ASTURIAS SENIOR APARTMENTS,
 L.P., a California limited partnership,
 B S BROADWAY VILLAGE II, L.P., a
 California limited partnership;
 BEHRINGER HARVARD NOHO, LLC,
 a Delaware limited liability company;
 BUCKINGHAM SENIOR
 APARTMENTS, L.P., a California
 limited partnership; CANTABRIA
 SENIOR APARTMENTS, L.P., a
 California limited partnership;
 CARONDELET COURT PARTNERS,
 L.P., a California limited partnership;
 CENTRAL VILLAGE APARTMENTS,
 L.P., a California limited partnership;
 DECRO ORION APARTMENTS, L.P., a
 California limited partnership; DECRO
 OSBORNE APARTMENTS, L.P., a
 California limited partnership; EAST LA
 COMMUNITY CORPORATION, a
 California corporation; EASTSIDE
 VILLAGE, L.P., a California limited
 partnership; ESPERANZA
 COMMUNITY HOUSING
 CORPORATION, a California
 corporation; EUGENE HOTEL, L.P., a
 California limited partnership; FAME

1 WEST 25th STREET, L.P., a California
 2 limited partnership; FAR EAST
 3 BUILDING, L.P., a California limited
 4 partnership; GRANDVIEW NINE, L.P.,
 5 a California limited partnership; HART
 6 VILLAGE, L.P., a California limited
 7 partnership; HEAVENLY VISION
 8 SENIOR HOUSING, L.P., a California
 9 limited partnership; HOBART HEIGHTS
 10 PARTNERS, L.P., a California limited
 11 partnership; HOOVER SENIORS, L.P., a
 12 California limited partnership; IMANI
 13 FE, LP, a California limited partnership;
 14 KOREAN FAMILY HOUSING
 15 CORPORATION, a California
 16 corporation; LAS MARGARITAS, L.P.,
 17 a California limited partnership; LOS
 18 ANGELES HOUSING PARTNERSHIP,
 19 INC., a California corporation; LOS
 20 CUATRO VIENTOS, L.P., a California
 21 limited partnership; MENLO PARK, A
 22 CALIFORNIA LIMITED
 23 PARTNERSHIP, a California limited
 24 partnership; MORGAN PLACE, L.P., a
 25 California limited partnership; NEW
 26 GENESIS APARTMENTS, L.P., a
 27 California limited partnership; NEW
 28 TIERRA DEL SOL, L.P., a California
 limited partnership; NOHO SENIOR
 VILLAS, L.P., a California limited
 partnership; OL HOPE, L.P., a
 California limited partnership; P G
 HOUSING PARTNERS, L.P., a
 California limited partnership; PALM
 VILLAGE SENIOR HOUSING CORP., a
 California corporation; PALOMAR
 APARTMENTS, L.P., a California
 limited partnership; PENNY LANE
 CENTERS, a California corporation;
 RAMPART APARTMENTS, A
 CALIFORNIA LIMITED
 PARTNERSHIP, a California limited
 partnership; REDROCK NOHO
 RESIDENTIAL, LLC, a Delaware
 limited liability company; RENATO
 APARTMENTS, L.P., a California
 limited partnership; RITTENHOUSE
 LIMITED PARTNERSHIP, a California
 limited partnership; SELMA-HUDSON
 COMMUNITY LIMITED
 PARTNERSHIP, a California limited
 partnership; SEVEN MAPLES, L.P. a
 California limited partnership;
 SHERMAN VILLAGE APARTMENTS,
 L.P., a California limited partnership;

1 SHERMAN WAY COMMUNITY
 2 HOUSING, L.P., a California limited
 3 partnership; STOVALL HOUSING
 4 CORPORATION, a California
 5 corporation; VERMONT SENIORS, a
 6 California corporation; WA COURT,
 7 L.P., a California limited partnership;
 8 WATTS/ATHENS PRESERVATION
 9 XVII, L.P., a California limited
 partnership; WEST ANGELES VILLAS,
 L.P., a California limited partnership;
 WESTERN/CARLTON II, L.P., a
 California limited partnership; and
 YALE TERRACE APARTMENTS, A
 CALIFORNIA LIMITED
 PARTNERSHIP, a California limited
 partnership,

10 Defendants.

14 INTRODUCTION

15 1. This civil rights action is brought because public money
 16 that was to be used to build and provide affordable, accessible
 17 housing was misapplied, denying hundreds of people with
 18 disabilities housing over many years. The Plaintiffs are the
 19 Independent Living Center of Southern California ("ILCSC"), a
 20 non-profit independent living center for people with disabilities,
 21 the Fair Housing Council of San Fernando Valley ("FHC"), a non-
 22 profit fair housing organization, and Communities Actively Living
 23 Independent and Free ("CALIF"), a non-profit independent living
 24 center for people with disabilities. Their claims are brought
 25 against the Community Redevelopment Agency of the City of Los
 26 Angeles ("CRA"), the CRA/LA Designated Local Authority, a
 27 public entity ("Local Authority") and successor agency to the
 28 Community Redevelopment Agency of the City of Los Angeles;

1 the Oversight Board for the CRA/LA Designated Local Authority
2 (“Oversight Board”), a public entity; and the City of Los Angeles
3 (“City”) in its own capacity and in its capacity as a successor
4 housing agency to Defendant CRA. The claims arise from their
5 collective failure to ensure that housing is accessible and available
6 to people with disabilities as required under federal and state civil
7 rights law. In this Second Amended Complaint (“Complaint”), the
8 City, the CRA, the Local Authority, and the Oversight Board may
9 be referred to collectively as “Government Defendants.” The
10 CRA, the Local Authority, the Oversight Board, and the City in its
11 capacity as successor housing agency may be referred to
12 collectively as the “Redevelopment Defendants.”

13 2. This Complaint alleges that the Government Defendants
14 have engaged in a pattern or practice of discrimination against
15 people with disabilities in violation of Section 504 of the
16 Rehabilitation Act, Title II of the Americans with Disabilities Act
17 (the “ADA”), the Fair Housing Act, and California Government
18 Code § 11135. These Defendants have failed to ensure that
19 housing funded, developed, or significantly assisted by the
20 Redevelopment Defendants as part of their housing programs is
21 accessible to people with disabilities. These Defendants have also
22 knowingly allocated millions of dollars in federal, state and other
23 funds to finance housing throughout Los Angeles without ensuring
24 that their programs as a whole and the housing they developed,
25 funded, and significantly assisted is accessible and made
26 meaningfully available to people with disabilities.

27 3. Plaintiffs join the Owner Defendants—current owners
28 of 61 housing developments that received federal funds through

1 the Redevelopment Defendants—solely because they may be
2 necessary to effectuate any injunctive relief with respect to access,
3 retrofitting and policy implementation that the Court may order.

4 4. The Government Defendants' violations of federal and
5 state civil rights laws have thwarted efforts by Congress and the
6 California legislature to eradicate discrimination against people
7 with disabilities, and rendered Defendants' housing programs and
8 housing units unavailable to people with disabilities in direct
9 contravention of their intended purpose. Enforcement of Section
10 504 of the Rehabilitation Act, Title II of the ADA, the Fair
11 Housing Act, and California Government Code § 11135 against the
12 Government Defendants is necessary because of the extensive
13 nature of the civil rights violations in their housing programs.

14 **JURISDICTION**

15 5. This Court has jurisdiction over this action pursuant to
16 28 U.S.C. §§ 1331 and 1367. Plaintiffs' claims for declaratory
17 and injunctive relief are authorized by 28 U.S.C. §§ 2201, 2202
18 and 1343, and by Rules 57 and 65 of the Federal Rules of Civil
19 Procedure.

20 6. Plaintiffs' claims for violations of California state law
21 concern the same actions and omissions that form the basis of
22 Plaintiffs' claims under federal law such that they are all part of
23 the same case or controversy. This Court has supplemental
24 jurisdiction over those state law claims pursuant to 28 U.S.C. §
25 1367.

26 7. This action for declaratory and injunctive relief arises
27 in part under Section 504 of the Rehabilitation Act of 1973, 29

28

1 U.S.C. § 794; Title II of the ADA, 42 U.S.C. § 12132, *et seq.*; and
2 the Fair Housing Act, 42 U.S.C. § 3601, *et seq.*

3 **VENUE**

4 8. Venue is proper in the Central District of California
5 pursuant to 28 U.S.C. § 1391(b) because Defendants operate and
6 perform their official duties therein and thus reside there for
7 purposes of venue, and because a substantial part of the events and
8 omissions giving rise to the claims occurred in Los Angeles
9 County, which is in the Central District of California.

10 **PARTIES**

11 9. The Independent Living Center of Southern California
12 (“ILCSC”) is an independent living center for people with
13 disabilities and has its principal place of business in Van Nuys. It
14 is a non-profit, community-based corporation that provides a wide
15 range of services to people with disabilities and seniors in the City
16 of Los Angeles and adjoining areas. It is governed by a Board of
17 Directors that must always contain at least 51% people with
18 disabilities.

19 10. ILCSC’s mission is to provide services which offer
20 people with disabilities and seniors the opportunity to seek an
21 individual course towards independence, while educating the
22 community. The vast majority of clients served by ILCSC are
23 poor because their disabilities limit their ability to work, and they
24 therefore rely on public and private programs intended to serve
25 people with low incomes.

26 11. During 2011, ILCSC served approximately 6,000 new
27 clients, with more than half requesting assistance with searching
28 for accessible and/or affordable housing or removing barriers to

1 accessible housing, requiring it to devote 2.5 full-time equivalent
2 employees to assist clients with housing needs. In addition,
3 ILCSC's Systems Advocacy Coordinator devoted one-quarter of
4 his time to addressing housing accessibility issues, including
5 meetings with elected officials, employees of the Government
6 Defendants and others to alert them to the severe need for
7 accessible affordable housing and noncompliance with federal
8 accessibility requirements in housing funded, developed, or
9 significantly assisted by the Government Defendants.

10 12. ILCSC seeks to have its clients' needs met by public
11 and private programs that serve residents of the City of Los
12 Angeles, and provides services and supports directly only in
13 circumstances where such programs are not serving them
14 adequately.

15 13. During 2011, among ILCSC's clients seeking assistance
16 with accessible and/or affordable housing, only 10% have found
17 housing that meets their needs. Since 2009, ILCSC has assisted at
18 least two clients seeking to secure accessible housing in buildings
19 constructed with federal funds granted by or through the
20 Redevelopment Defendants, but was not successful. ILCSC also
21 provides services through the California Community Transitions
22 program. Through the California Community Transitions program,
23 ILCSC seeks to help people move from skilled nursing facilities
24 and acute care hospitals back into community living. ILCSC
25 assists clients with locating and obtaining affordable housing,
26 provides security deposits and first month's rent, and assists with
27 home modification and durable medical equipment, among other
28 services.

1 14. A substantial majority of ILCSC's clients, employees,
2 and community advisory board ("constituents") are people with
3 disabilities, or family of people with disabilities, who have been
4 harmed and continue to be harmed because the Government
5 Defendants have failed and continue to fail to ensure that housing
6 funded, developed, or significantly assisted by the Defendants as
7 part of their housing programs is accessible to people with
8 disabilities.

9 15. Fair Housing Council of San Fernando Valley ("FHC")
10 is a non-profit fair housing membership organization, incorporated
11 under the laws of the State of California, and serving clients in
12 portions of the City of Los Angeles and adjoining areas.

13 16. FHC's mission is to eliminate housing discrimination
14 and to expand housing choices for people with disabilities and
15 members of other classes protected under federal and state civil
16 rights and equal opportunity statutes and regulations. FHC assists
17 people with disabilities to file housing discrimination complaints.
18 Between 2008 and 2011, 21% of all such complaints were filed by
19 people with physical disabilities, and a majority of these sought
20 more accessible housing.

21 17. FHC also responds to inquiries about the availability of
22 housing for people with disabilities. Between 2008 and 2011, 23%
23 of all of FHC's inquiries were from people with physical
24 disabilities, and a majority of these sought more accessible
25 housing.

26 18. In response to a lack of information about accessible
27 affordable housing, from 2008 to the present, FHC expended
28 substantial staff and monetary resources researching which

1 housing projects contained accessible, affordable housing units,
2 and providing that information to people with disabilities,
3 disability advocacy organizations, and the general public, as well
4 as notifying the City about its concerns and findings.

5 19. FHC engages in a number of activities to further its
6 mission of promoting equal housing opportunities including, but
7 not limited to: education programs in the community; training
8 programs for real estate professionals and the general public; fair
9 housing counseling; and coaching people with disabilities in
10 strategies to advocate for accessible affordable housing.

11 20. FHC constituents, employees, and board of directors
12 include people with disabilities, or family of people with
13 disabilities, who have been harmed and continue to be harmed
14 because the Government Defendants have failed and continue to
15 fail to ensure that housing funded, developed, or significantly
16 assisted by the Defendants as part of their housing programs are
17 accessible to people with disabilities. For instance, a former long-
18 time FHC consultant currently lives in a nursing home because of
19 her inability to find accessible affordable housing in the
20 community. Furthermore, an elderly FHC member and her adult
21 son who is a wheelchair user continue to live in an inaccessible
22 apartment building because of her inability to find accessible
23 affordable housing in the community.

24 21. Communities Actively Living Independent and Free
25 ("CALIF") is an independent living center with its principal place
26 of business in Los Angeles, California. It is a non-profit,
27 community-based corporation that provides services by and to
28 people with disabilities in the City of Los Angeles. CALIF seeks

1 to achieve full inclusion, equality, and civil rights for people with
2 disabilities. It is governed by a Board of Directors that must
3 always contain at least 51% people with disabilities.

4 22. CALIF's mission is 1) To achieve greater input,
5 participation, and control over policies and services especially
6 those for people with disabilities, including those that exclude
7 them; 2) To address discrimination wherever it exists; 3) To
8 encourage the meaningful participation of persons with disabilities
9 in mainstream activities that enhance the positive image and
10 experience of disability; 4) To empower people with disabilities
11 by encouraging ongoing education and a broad knowledge of the
12 history and heritage of the Disability Movement; and 5) To
13 provide the Disability Community with the following core
14 services: Systems Change Advocacy; Housing Advocacy;
15 Individual and Benefits Advocacy; Personal Assistance Services
16 Advocacy; Information and Referral; Peer Counseling;
17 Independent Living Skills Training; and Assistive Technology.

18 23. The majority of clients served by CALIF are poor
19 because their disabilities limit their ability to work, and therefore
20 they rely on public and private programs intended to serve people
21 with low incomes.

22 24. CALIF served a significant number of clients
23 requesting assistance with searching for accessible and/or
24 affordable housing or removing barriers to accessible housing,
25 requiring it to devote one full-time employee to assist clients with
26 housing needs.

27 25. CALIF's Housing Programs, administered and
28 implemented by its Housing Advocate, include a Tenant-Landlord

1 Conflict Resolution program and the California Community
2 Transition program.

3 26. Through the California Community Transitions
4 program, CALIF seeks to help people move from skilled nursing
5 facilities and acute care hospitals back into community living.
6 CALIF assists clients with locating and obtaining affordable
7 housing, provides security deposits and first month's rent, and
8 assists with home modification and durable medical equipment,
9 among other services.

10 27. In addition, CALIF's Housing Advocate provides
11 clients with assistance with applications for Section 8 and other
12 public housing programs; assistance with reasonable
13 accommodation requests in public housing; and information and
14 referrals to various affordable housing programs in the City and
15 County of Los Angeles.

16 28. Over the last four years, CALIF has been forced to
17 divert the time and resources of its Housing Advocate from
18 implementing the above-mentioned housing programs and services
19 to inspecting and confirming the accessibility of housing units to
20 which it refers clients who require housing with accessible
21 features – including units within the Government Defendants'
22 Redevelopment Housing Program. CALIF had previously referred
23 clients to such housing units advertised as accessible, only to have
24 those clients return, upset and complaining that the advertised
25 units were not in fact accessible, or that accessible units did not
26 exist.

27 29. During the time period relevant to the instant
28 Complaint, CALIF's Housing Advocate personally inspected at

1 least three buildings constructed with funds granted by or through
2 the Government Defendants that boasted that they had accessible
3 units. Barriers discovered at these properties, both in common
4 areas and within the advertised "accessible" units, included
5 doorways that were too narrow to accommodate wheelchairs, and
6 bathrooms and kitchens that lacked accessible features and
7 required clearances. When these barriers have been discovered,
8 CALIF has spent its scarce time and resources counseling
9 frustrated and aggrieved home seekers, and educating housing
10 providers regarding their noncompliance with the law and the
11 housing rights of people with disabilities.

12 30. A substantial majority of CALIF's clients, employees,
13 and community advisory board ("constituents") are people with
14 disabilities, or family of persons with disabilities, who have been
15 harmed and continue to be harmed because the Government
16 Defendants have failed and continue to fail to ensure that housing
17 funded, developed, or significantly assisted by the Defendants as
18 part of their Redevelopment Housing Program is accessible to
19 people with disabilities.

20 31. Defendant City of Los Angeles, California is a
21 municipal corporation organized under the laws of the State of
22 California.

23 32. At all times relevant, the City has been a public entity
24 within the meaning of Title II of the ADA.

25 33. At all times relevant, the City has received federal
26 financial assistance within the meaning of the Rehabilitation Act.

27
28

1 34. At all times relevant, the City has received state
2 financial assistance within the meaning of California Government
3 Code § 11135.

4 35. Defendant City of Los Angeles is sued in its own
5 capacity and in its capacity as a successor housing agency to
6 Defendant CRA, as set forth further below.

7 36. Defendant Community Redevelopment Agency of the
8 City of Los Angeles ("CRA") is a public agency authorized, until
9 February 1, 2012, by the California Community Redevelopment
10 Law to conduct redevelopment and revitalization activities using
11 public and private funds in designated areas of the City of Los
12 Angeles.

13 37. At all times relevant, the Defendant CRA has been a
14 public entity within the meaning of Title II of the ADA.

15 38. At all times relevant, the Defendant CRA has received
16 federal financial assistance within the meaning of the
17 Rehabilitation Act.

18 39. At all times relevant, the Defendant CRA has received
19 state financial assistance within the meaning of California
20 Government Code §11135.

21 40. At all times relevant up until February 1, 2012, a Board
22 of Commissioners appointed by the Mayor of the City of Los
23 Angeles and confirmed by the Los Angeles City Council has
24 overseen the CRA.

25 41. Under an "Oversight Ordinance," adopted in 1991,
26 every action of the CRA up until February 1, 2012 has been
27 subject to Los Angeles City Council approval. L.A. Ad. Code
28 § 8.99.01, *et seq.*

1 42. Pursuant to the same ordinance, the Los Angeles City
2 Attorney has served as General Counsel for the CRA. L.A. Ad.
3 Code § 8.99.03.

4 43. On June 28, 2011, the Governor of the State of
5 California approved California Assembly Bill ABx1 26 (2011)
6 (“AB 26”), which was filed with the Secretary of State on June 29,
7 2011, amending California Redevelopment Law, California Health
8 and Safety Code Sections 33500, 33501, 33607.5, and 33607.7,
9 and adding Part 1.8 (commencing with Section 34161) and Part
10 1.85 (commencing with Section 34170), and adding Section 97.401
11 and 98.2 to the California Revenue and Taxation Code.

12 44. AB 26 fundamentally restructured California
13 Redevelopment Law, dissolving the existing structure of
14 redevelopment agencies and transferring to successor entities all
15 authority, rights, powers, duties and obligations previously vested
16 with the former redevelopment agencies, other than as specified.

17 45. AB 26 set up a timetable and structure for dissolving
18 redevelopment agencies and transferring their remaining
19 obligations to the successor entities. *See Cal. Redevelopment*
20 *Assoc. v. Matosantos*, 53 Cal.4th 231, 135 Cal.Rptr.3d 683 (Dec.
21 29, 2011) (holding that ABx1 26 (‘The Dissolution Act’) is
22 constitutional and establishing a dissolution date of February 1,
23 2012 for all agencies.)

24 46. Pursuant to AB 26, and specifically California Health &
25 Safety Code Section 34173, and as of February 1, 2012, Defendant
26 CRA was dissolved as part of this fundamental restructuring of
27 redevelopment agencies in California and certain of the CRA’s
28 functions, obligations, liabilities, and assets were transferred to

1 two successor entities, specifically a Designated Local Authority
2 called the "CRA/LA Designated Local Authority," and the City of
3 Los Angeles.

4 47. Defendant CRA/LA Designated Local Authority was
5 established on or about February 1, 2012.

6 48. Defendant CRA/LA Designated Local Authority is a
7 public entity formed pursuant to California Health & Safety Code
8 34173(d).

9 49. At all times relevant, the Defendant CRA/LA
10 Designated Local Authority has been a public entity within the
11 meaning of Title II of the ADA.

12 50. At all times relevant, the Defendant CRA/LA
13 Designated Local Authority has received federal financial
14 assistance within the meaning of the Rehabilitation Act.

15 51. At all times relevant, the Defendant CRA/LA
16 Designated Local Authority has received state financial assistance
17 within the meaning of California Government Code § 11135.

18 52. Defendant CRA/LA Designated Local Authority is a
19 successor entity to Defendant CRA, assuming statutorily specified
20 functions, assets, and liabilities of Defendant CRA as of February
21 1, 2012, as set out in AB 26.

22 53. On or about January 25, 2012, Defendant City of Los
23 Angeles passed a resolution whereby it elected, pursuant to
24 California Health & Safety Code § 34176(a), to become the
25 successor housing agency to the CRA, to receive and retain the
26 housing assets of Defendant CRA, to perform the housing
27 functions under the California Community Redevelopment Law
28 previously performed by Defendant CRA, and to accept transfer of

1 all rights, powers, duties and obligations, except as otherwise
 2 provided in California Health & Safety Code Part 1.85, of
 3 Defendant CRA related to its housing assets and functions. *See*
 4 Los Angeles City Council File No. 12-0049.

5 54. AB 26, and specifically California Health & Safety
 6 Code Sections 34179, *et seq.*, requires that an oversight board
 7 consisting of seven members be established to approve and/or
 8 direct specified activities of the successor agency.

9 55. On or about May 2, 2012, Defendant Oversight Board
 10 for CRA/LA, a Designated Local Authority, was officially
 11 constituted to assume the statutorily specified functions; members
 12 of Defendant Oversight Board were sworn into office; and the first
 13 meeting of Defendant Oversight Board took place.

14 56. Each of the Government Defendants was the actual or
 15 apparent agent, employee, manager, or representative of each of
 16 the other Government Defendants. Each Government Defendant,
 17 in doing the acts or omitting to act as alleged in this Complaint,
 18 was acting in the course and scope of his, her, or its actual or
 19 apparent authority pursuant to such agencies; or the alleged acts or
 20 omissions of each Government Defendant as agent were
 21 subsequently ratified and adopted by each agent as principal.

22 **OWNER DEFENDANTS**

23 57. Defendant 105 East "I" Street, L.P. ("105 East I") is a
 24 California limited partnership that does business in California,
 25 including in the City and County of Los Angeles. 105 East I
 26 currently owns Don Hotel Apartments, a multi-family housing
 27 development located at 105 East I Street, Los Angeles, California.
 28 Don Hotel Apartments is a CRA-assisted development.

1 58. Defendant 12129 El Dorado Avenue, L.P. (“El Dorado”)
2 is a California limited partnership that does business in California,
3 including in the City and County of Los Angeles. El Dorado
4 currently owns El Dorado Apartments, a multi-family housing
5 development located at 12129 El Dorado Avenue, Los Angeles,
6 California. El Dorado Apartments is a CRA-assisted development.

7 59. Defendant 4651 Huntington, L.P. (“4651 Huntington”)
8 is a California limited partnership that does business in California,
9 including in the City and County of Los Angeles. 4651
10 Huntington currently owns Vista Monterey Senior Housing, a
11 multi-family senior housing development located at 4647
12 Huntington Drive North, Los Angeles, California. Vista Monterey
13 Senior Housing is a CRA-assisted development.

14 60. Defendant 505 Bonnie Brae Partners, L.P. (“Bonnie
15 Brae”) is a California limited partnership that does business in
16 California, including in the City and County of Los Angeles.
17 Bonnie Brae currently owns Bonnie Brae Apartment Homes, a
18 multi-family housing development located at 501-511 South
19 Bonnie Brae Street, Los Angeles, California. Bonnie Brae
20 Apartment Homes is a CRA-assisted development.

21 61. Defendant 901 South Broadway Street Limited
22 Partnership (“901 South Broadway”) is a California limited
23 partnership that does business in California, including in the City
24 and County of Los Angeles. 901 South Broadway currently owns
25 Broadway Plaza Apartments, a multi-family housing development
26 located at 901 South Broadway Street, Los Angeles, California.
27 Broadway Plaza Apartments is a CRA-assisted development.

28

1 62. Defendant Adams 935, L.P. (“Adams 935”) is a
2 California limited partnership that does business in California,
3 including in the City and County of Los Angeles. Adams 935
4 currently owns Adams and Central, a multi-family housing
5 development located at 1011 Adams Boulevard, Los Angeles,
6 California. Adams and Central is a CRA-assisted development.

7 63. Defendant Amcal Montecito Fund, L.P. (“Amcal”) is a
8 California limited partnership that does business in California,
9 including in the City and County of Los Angeles. Amcal currently
10 owns Montecito Terraces, a multi-family housing development
11 located at 14653-61 and 14726-28 Blythe Street, Los Angeles,
12 California. Montecito Terraces is a CRA-assisted development.

13 64. Defendant Amistad Plaza Partners Limited Partnership
14 (“Amistad”) is a California limited partnership that does business
15 in California, including in the City and County of Los Angeles.
16 Amistad currently owns Amistad Plaza, a multi-family housing
17 development located at 6050-6130 South Western Avenue, Los
18 Angeles, California. Amistad Plaza is a CRA-assisted
19 development.

20 65. Defendant Andalucia Senior Apartments, L.P.
21 (“Andalucia”) is a California limited partnership that does
22 business in California, including in the City and County of Los
23 Angeles. Andalucia currently owns Andalucia Senior Apartments,
24 a multi-family senior housing development located at 15305
25 Lanark Street, Los Angeles, California. Andalucia Senior
26 Apartments is a CRA-assisted development.

27 66. Defendant Ardmore 959 Partners, L.P. (“Ardmore 959”)
28 is a California limited partnership that does business in California,

1 including in the City and County of Los Angeles. Ardmore 959
2 currently owns The Ardmore, a multi-family housing development
3 located at 959 South Ardmore Avenue, Los Angeles, California.
4 The Ardmore is a CRA-assisted development.

5 67. Defendant Asturias Senior Apartments, L.P.
6 ("Asturias") is a California limited partnership that does business
7 in California, including in the City and County of Los Angeles.
8 Asturias currently owns Asturias Senior Apartments, a multi-
9 family senior housing development located at 9628 Van Nuys
10 Boulevard, Los Angeles, California. Asturias Senior Apartments
11 is a CRA-assisted development.

12 68. Defendant B S Broadway Village II, L.P. ("B S
13 Broadway II") is a California limited partnership that does
14 business in California, including in the City and County of Los
15 Angeles. B S Broadway II currently owns Broadway Village II, a
16 multi-family housing development located at 5101 South
17 Broadway, Los Angeles, California. Broadway Village II is a
18 CRA-assisted development.

19 69. Defendant Behringer Harvard NoHo, LLC ("Behringer
20 Harvard") is a Delaware limited liability company that does
21 business in California, including in the City and County of Los
22 Angeles. Behringer Harvard currently owns Gallery @ NoHo
23 Commons ("Gallery"), a multi-family housing development
24 located at 5416 Fair Avenue, Los Angeles, California. Gallery is a
25 CRA-assisted development.

26 70. Defendant Buckingham Senior Apartments, L.P.
27 ("Buckingham") is a California limited partnership that does
28 business in California, including in the City and County of Los

1 Angeles. Buckingham currently owns Buckingham Place Senior
2 Housing, a multi-family senior housing development located at
3 4020 Buckingham Road, Los Angeles, California. Buckingham
4 Place Senior Housing is a CRA-assisted development.

5 71. Defendant Cantabria Senior Apartments, L.P.
6 (“Cantabria”) is a California limited partnership that does business
7 in California, including in the City and County of Los Angeles.
8 Cantabria currently owns Cantabria Senior Citizen Apartments, a
9 multi-family senior housing development located at 9640 Van
10 Nuys Boulevard, Los Angeles, California. Cantabria Senior
11 Citizen Apartments is a CRA-assisted development.

12 72. Defendant Carondelet Court Partners, L.P.
13 (“Carondelet”) is a California limited partnership that does
14 business in California, including in the City and County of Los
15 Angeles. Carondelet currently owns Carondelet Court Apartments,
16 a multi-family housing development located at 816 South
17 Carondelet Street, Los Angeles, California. Carondelet Court
18 Apartments is a CRA-assisted development.

19 73. Defendant Central Village Apartments, L.P. (“Central
20 Village”) is a California limited partnership that does business in
21 California, including in the City and County of Los Angeles.
22 Central Village currently owns Central Village Apartments, a
23 multi-family housing development located at 2000 South Central
24 Avenue, Los Angeles, California. Central Village Apartments is a
25 CRA-assisted development.

26 74. Defendant Decro Orion Apartments, L.P. (“Decro
27 Orion”) is a California limited partnership that does business in
28 California, including in the City and County of Los Angeles.

1 Decro Orion currently owns Orion Garden Apartments (aka Decro
2 Orion), a multi-family housing development located at 8947-8955
3 North Orion Street, Los Angeles, California. Orion Garden
4 Apartments (aka Decro Orion) is a CRA-assisted development.

5 75. Defendant Decro Osborne Apartments, L.P. ("Decro
6 Osborne") is a California limited partnership that does business in
7 California, including in the City and County of Los Angeles.
8 Decro Osborne currently owns Decro Osborne Apartments (aka
9 Osborne Family), a multi-family housing development located at
10 12360 Osborne Street, Los Angeles, California. Decro Osborne
11 Apartments (aka Osborne Family) is a CRA-assisted development.

12 76. Defendant East LA Community Corporation ("ELACC")
13 is a California corporation that does business in California,
14 including in the City and County of Los Angeles. ELACC
15 currently owns Boyle Hotel Apartments, a multi-family housing
16 development located at 101 North Boyle Avenue, Los Angeles,
17 California, and Paseo Del Sol, another multi-family housing
18 development located at 417 North Soto Street, Los Angeles,
19 California. Boyle Hotel Apartments and Paseo Del Sol are both
20 CRA-assisted developments.

21 77. Defendant Eastside Village, L.P. ("Eastside Village") is
22 a California limited partnership that does business in California,
23 including in the City and County of Los Angeles. Eastside Village
24 currently owns Eastside Village (Lillian Mobley), a multi-family
25 housing development located at 2250 East 111th Street, Los
26 Angeles, California. Eastside Village (Lillian Mobley) is a CRA-
27 assisted development.

28

1 78. Defendant Esperanza Community Housing Corporation
2 (“Esperanza”) is a California corporation that does business in
3 California, including in the City and County of Los Angeles.
4 Esperanza currently owns La Estrella Apartments, a multi-family
5 housing development located at 1979 Estrella Avenue, Los
6 Angeles, California. La Estrella Apartments is a CRA-assisted
7 development.

8 79. Defendant Eugene Hotel, L.P. (“Eugene”) is a
9 California limited partnership that does business in California,
10 including in the City and County of Los Angeles. Eugene
11 currently owns Eugene Hotel, a multi-family housing development
12 located at 560 South Stanford Street, Los Angeles, California.
13 Eugene Hotel is a CRA-assisted development.

14 80. Defendant Fame West 25th Street, L.P. (“Fame West”) is
15 a California limited partnership that does business in California,
16 including in the City and County of Los Angeles. Fame West
17 currently owns FAME West 25th (aka FAME-Western), a multi-
18 family housing development located at 1940 West 25th Street, Los
19 Angeles, California. FAME West 25th (aka FAME-Western) is a
20 CRA-assisted development.

21 81. Defendant Far East Building, L.P. (“Far East”) is a
22 California limited partnership that does business in California,
23 including in the City and County of Los Angeles. Far East
24 currently owns Far East Building, a multi-family housing
25 development located at 347-353 East First Street, Los Angeles,
26 California. Far East Building is a CRA-assisted development.

27 82. Defendant Grandview Nine, L.P. (“Grandview”) is a
28 California limited partnership that does business in California,

1 including in the City and County of Los Angeles. Grandview
2 currently owns Grandview 9, a multi-family housing development
3 located at 916-920 South Park View Street, Los Angeles,
4 California. Grandview 9 is a CRA-assisted development.

5 83. Defendant Hart Village, L.P. ("Hart") is a California
6 limited partnership that does business in California, including in
7 the City and County of Los Angeles. Hart currently owns Hart
8 Village, a multi-family housing development located at 6927-41
9 Owensmouth Avenue/21702-12 Hart Street, Los Angeles,
10 California. Hart Village is a CRA-assisted development.

11 84. Defendant Heavenly Vision Senior Housing, L.P.
12 ("Heavenly Vision") is a California limited partnership that does
13 business in California, including in the City and County of Los
14 Angeles. Heavenly Vision currently owns Heavenly Vision
15 Seniors, a multi-family senior housing development located at
16 9400 South Broadway, Los Angeles, California. Heavenly Vision
17 Seniors is a CRA-assisted development.

18 85. Defendant Hobart Heights Partners, L.P. ("Hobart") is a
19 California limited partnership that does business in California,
20 including in the City and County of Los Angeles. Hobart currently
21 owns The Hobart, a multi-family housing development located at
22 924 South Hobart Boulevard, Los Angeles, California. The Hobart
23 is a CRA-assisted development.

24 86. Defendant Hoover Seniors, L.P. ("Hoover") is a
25 California limited partnership that does business in California,
26 including in the City and County of Los Angeles. Hoover
27 currently owns Hoover Senior, a multi-family senior housing
28 development located at 6200-6214 South Hoover Street, Los

1 Angeles, California. Hoover Senior is a CRA-assisted
2 development.

3 87. Defendant Imani Fe, LP (“Imani Fe”) is a California
4 limited partnership that does business in California, including in
5 the City and County of Los Angeles. Imani Fe currently owns
6 Imani Fe (East and West), a multi-family housing development
7 located at 10345 and 10408-10424 South Central Avenue, Los
8 Angeles, California. Imani Fe (East and West) is a CRA-assisted
9 development.

10 88. Defendant Korean Family Housing Corporation
11 (“Korean Family Housing”) is a California corporation that does
12 business in California, including in the City and County of Los
13 Angeles. Korean Family Housing currently owns Pleasant Hill
14 Homes, a multi-family housing development located at 1315
15 Pleasant Avenue, Los Angeles, California. Pleasant Hill Homes is
16 a CRA-assisted development.

17 89. Defendant Las Margaritas, L.P. is a California limited
18 partnership that does business in California, including in the City
19 and County of Los Angeles. Las Margaritas, L.P. currently owns
20 Las Margaritas, a multi-family housing development located at 115
21 and 137 North Soto Street and 319 North Cummings Street, Los
22 Angeles, California. Las Margaritas is a CRA-assisted
23 development.

24 90. Defendant Los Angeles Housing Partnership, Inc.
25 (“L.A. Housing Partnership”) is a California corporation that does
26 business in California, including in the City and County of Los
27 Angeles. L.A. Housing Partnership currently owns Bronson Court,
28 a multi-family housing development located at 1227-39 North

1 Bronson Avenue, Los Angeles, California. Bronson Court is a
2 CRA-assisted development.

3 91. Defendant Los Cuatro Vientos, L.P. ("LCV") is a
4 California limited partnership that does business in California,
5 including in the City and County of Los Angeles. LCV currently
6 owns Cuatro Vientos, a multi-family housing development located
7 at 5331 East Huntington Drive, Los Angeles, California. Cuatro
8 Vientos is a CRA-assisted development.

9 92. Defendant Menlo Park, A California Limited
10 Partnership ("Menlo Park") is a California limited partnership that
11 does business in California, including in the City and County of
12 Los Angeles. Menlo Park currently owns Menlo Park Apartments,
13 a multi-family housing development located at 831 West 70th
14 Street, Los Angeles, California. Menlo Park Apartments is a
15 CRA-assisted development.

16 93. Defendant Morgan Place, L.P. ("Morgan") is a
17 California limited partnership that does business in California,
18 including in the City and County of Los Angeles. Morgan
19 currently owns Morgan Place Senior Apartments, a multi-family
20 senior housing development located at 7301-15 South Crenshaw
21 Boulevard, Los Angeles, California. Morgan Place Senior
22 Apartments is a CRA-assisted development.

23 94. Defendant New Genesis Apartments, L.P. ("New
24 Genesis") is a California limited partnership that does business in
25 California, including in the City and County of Los Angeles. New
26 Genesis currently owns New Genesis Apartments, a multi-family
27 housing development located at 452-458 South Main Street, Los
28

1 Angeles, California. New Genesis Apartments is a CRA-assisted
2 development.

3 95. Defendant New Tierra del Sol, L.P. ("New Tierra") is a
4 California limited partnership that does business in California,
5 including in the City and County of Los Angeles. New Tierra
6 currently owns Tierra del Sol, a multi-family housing development
7 located at 7500 Alabama Avenue, Los Angeles, California. Tierra
8 del Sol is a CRA-assisted development.

9 96. Defendant NoHo Senior Villas, L.P. ("NoHo Senior") is
10 a California limited partnership that does business in California,
11 including in the City and County of Los Angeles. NoHo Senior
12 currently owns NoHo Senior Villas, a multi-family housing
13 development located at 5526-5532 Klump Avenue, Los Angeles,
14 California. NoHo Senior Villas is a CRA-assisted development.

15 97. Defendant Ol Hope, L.P. ("Ol Hope") is a California
16 limited partnership that does business in California, including in
17 the City and County of Los Angeles. Ol Hope currently owns
18 Hope Manor, a multi-family housing development located at 1031
19 South Hope Street, Los Angeles, California. Hope Manor is a
20 CRA-assisted development.

21 98. Defendant P G Housing Partners, L.P. ("P G Housing")
22 is a California limited partnership that does business in California,
23 including in the City and County of Los Angeles. P G Housing
24 currently owns Pico/Gramercy, a multi-family housing
25 development located at 3201 West Pico Boulevard, Los Angeles,
26 California. Pico/Gramercy is a CRA-assisted development.

27 99. Defendant Palm Village Senior Housing Corp. ("Palm
28 Village") is a California corporation that does business in

1 California, including in the City and County of Los Angeles. Palm
2 Village currently owns Palm Village Senior Citizens, a multi-
3 family senior housing development located at 9040 Laurel Canyon
4 Boulevard, Los Angeles, California. Palm Village Senior Citizens
5 is a CRA-assisted development.

6 100. Defendant Palomar Apartments, L.P. ("Palomar") is a
7 California limited partnership that does business in California,
8 including in the City and County of Los Angeles. Palomar
9 currently owns Palomar Apartments, a multi-family housing
10 development located at 5473 Santa Monica Boulevard, Los
11 Angeles, California. Palomar Apartments is a CRA-assisted
12 development.

13 101. Defendant Penny Lane Centers ("Penny Lane") is a
14 California corporation that does business in California, including
15 in the City and County of Los Angeles. Penny Lane currently
16 owns Columbus Permanent Housing, a multi-family housing
17 development located at 8900-06 Columbus Avenue, Los Angeles,
18 California. Columbus Permanent Housing is a CRA-assisted
19 development.

20 102. Defendant Rampart Apartments, A California Limited
21 Partnership ("Rampart") is a California limited partnership that
22 does business in California, including in the City and County of
23 Los Angeles. Rampart currently owns Casa Rampart, a multi-
24 family housing development located at 401 and 512 South Rampart
25 Boulevard, Los Angeles, California. Casa Rampart is a CRA-
26 assisted development.

27 103. Defendant Redrock NoHo Residential, LLC ("Redrock
28 NoHo") is a Delaware limited liability company that does business

1 in California, including in the City and County of Los Angeles.
2 Redrock NoHo currently owns Lofts @ NoHo Commons (“Lofts”),
3 a multi-family housing development located at 11136 Chandler
4 Boulevard, North Hollywood, California. Lofts is a CRA-assisted
5 development.

6 104. Defendant Renato Apartments, L.P. (“Renato”) is a
7 California limited partnership that does business in California,
8 including in the City and County of Los Angeles. Renato
9 currently owns Renato Apartments, a multi-family housing
10 development located at 527-531 South San Julian, Los Angeles,
11 California. Renato Apartments is a CRA-assisted development.

12 105. Defendant Rittenhouse Limited Partnership
13 (“Rittenhouse LP”) is a California limited partnership that does
14 business in California, including in the City and County of Los
15 Angeles. Rittenhouse LP currently owns Rittenhouse, a multi-
16 family housing development located at 1100 East 33rd Street, Los
17 Angeles, California. Rittenhouse is a CRA-assisted development.

18 106. Defendant Selma-Hudson Community Limited
19 Partnership (“Selma-Hudson”) is a California limited partnership
20 that does business in California, including in the City and County
21 of Los Angeles. Selma-Hudson currently owns Casa Verde, a
22 multi-family housing development located at 1552 Schrader
23 Boulevard, Los Angeles, California. Selma-Hudson is a CRA-
24 assisted development.

25 107. Defendant Seven Maples, L.P. (“Seven Maples”) is a
26 California limited partnership that does business in California,
27 including in the City and County of Los Angeles. Seven Maples
28 currently owns Seven Maples Senior Apartments, a multi-family

1 senior housing development located at 2618-30 West 7th Street,
2 Los Angeles, California. Seven Maples Senior Apartments is a
3 CRA-assisted development.

4 108. Defendant Sherman Village Apartments, L.P.
5 ("Sherman Village") is a California limited partnership that does
6 business in California, including in the City and County of Los
7 Angeles. Sherman Village currently owns Sherman Village
8 Apartments, a multi-family housing development located at 18900
9 Sherman Way, Los Angeles, California. Sherman Village
10 Apartments is a CRA-assisted development.

11 109. Defendant Sherman Way Community Housing, L.P.
12 ("Sherman Way") is a California limited partnership that does
13 business in California, including in the City and County of Los
14 Angeles. Sherman Way currently owns Three Courtyards
15 Apartments (aka Ivy Terrace), a multi-family housing development
16 located at 13751 Sherman Way, Los Angeles, California. Three
17 Courtyards (aka Ivy Terrace) is a CRA-assisted development.

18 110. Defendant Stovall Housing Corporation ("Stovall
19 Housing") is a California corporation that does business in
20 California, including in the City and County of Los Angeles.
21 Stovall Housing currently owns Stovall Villa, a multi-family
22 housing development located at 535 West 41st Street, Los Angeles,
23 California. Stovall Villa is a CRA-assisted development.

24 111. Defendant Vermont Seniors is a California corporation
25 that does business in California, including in the City and County
26 of Los Angeles. Vermont Seniors currently owns Vermont Seniors
27 (I and II), a multi-family senior housing development located at
28 3901-3925 South Vermont Avenue/1015 West 39th Place, Los

1 Angeles, California. Vermont Seniors (I and II) is a CRA-assisted
2 development.

3 112. Defendant WA Court, L.P. ("WA Court") is a California
4 limited partnership that does business in California, including in
5 the City and County of Los Angeles. WA Court currently owns
6 Washington Court Family Housing, a multi-family housing
7 development located at 1717 East 103rd Street, Los Angeles,
8 California. Washington Court Family Housing is a CRA-assisted
9 development.

10 113. Defendant Watts/Athens Preservation XVII, L.P.
11 ("Watts/Athens") is a California limited partnership that does
12 business in California, including in the City and County of Los
13 Angeles. Watts/Athens currently owns Terre One Apartments, a
14 multi-family housing development located at 5270 South Avalon
15 Boulevard, Los Angeles, California. Terre One Apartments is a
16 CRA-assisted development.

17 114. Defendant West Angeles Villas, L.P. ("WAV") is a
18 California limited partnership that does business in California,
19 including in the City and County of Los Angeles. WAV currently
20 owns West Angeles Villas, a multi-family housing development
21 located at 6030 Crenshaw Boulevard, Los Angeles, California.
22 West Angeles Villas is a CRA-assisted development.

23 115. Defendant Western/Carlton II, L.P. ("Western/Carlton")
24 is a California limited partnership that does business in California,
25 including in the City and County of Los Angeles. Western/Carlton
26 currently owns Metro Hollywood Apartments (aka Hollywood
27 Western Apartments/Western-Carlton Phase II) ("Metro
28 Hollywood"), a multi-family housing development located at 1672

1 N. Western Avenue, Los Angeles, California. Metro Hollywood is
2 a CRA-assisted development.

3 116. Defendant Yale Terrace Apartments, A California
4 Limited Partnership ("Yale Terrace") is a California limited
5 partnership that does business in California, including in the City
6 and County of Los Angeles. Yale Terrace currently owns Yale
7 Terrace Apartments, a multi-family housing development located
8 at 716-734 South Yale Street, Los Angeles, California. Yale
9 Terrace Apartments is a CRA-assisted development.

10 **STATUTORY AND REGULATORY FRAMEWORK**

11 **I. Section 504 of the Rehabilitation Act**

12 117. The purpose of the Rehabilitation Act of 1973 is to
13 "maximize employment, economic self-sufficiency, independence,
14 and inclusion and integration into society" of people with
15 disabilities. 29 U.S.C. §701(b)(1). The Rehabilitation Act is based
16 on findings that "individuals with disabilities continually
17 encounter various forms of discrimination in such critical areas as
18 . . . housing" and that "the goals of the Nation properly include the
19 goal of providing individuals with disabilities with the tools
20 necessary to . . . achieve equality of opportunity, full inclusion
21 and integration in society, employment, independent living, and
22 economic and social self-sufficiency." 29 U.S.C. §701(a)(5) and
23 (6)(B).

24 118. All entities receiving federal financial assistance must
25 comply with the anti-discrimination provisions of Section 504 of
26 the Rehabilitation Act. 29 U.S.C. §794(a). "No otherwise qualified
27 individual with a disability . . . shall, solely by reason of his or
28 her disability, be excluded from participation in, be denied the

1 benefits of, or be subjected to discrimination under any program or
2 activity receiving Federal financial assistance . . .” 29 U.S.C. §
3 794.

4 119. Section 504 requires covered entities to provide people
5 with disabilities meaningful access to programs, services, and
6 activities. *Alexander v. Choate*, 469 U.S. 287 (1985). The
7 meaningful access requirement applies across the board to all of a
8 covered entity’s programs, services, and activities, regardless of
9 whether a particular program, service, or activity itself has direct
10 federal funding.

11 120. U.S. Department of Housing and Urban Development
12 (“HUD”) Regulations implementing Section 504 provide that “[a]
13 recipient, in providing any housing, aid, benefit, or service in a
14 program or activity that receives Federal financial assistance from
15 the Department [of Housing & Urban Development] may not,
16 directly or through contractual, licensing, or other arrangements,
17 solely on the basis of handicap: . . . Aid or perpetuate
18 discrimination against a qualified individual with handicaps by
19 providing significant assistance to an agency, organization, or
20 person that discriminates on the basis of handicap in providing any
21 housing, aid, benefit, or service to beneficiaries in the recipient’s
22 federally assisted program or activity”; [or] “Otherwise limit a
23 qualified individual with handicaps in the enjoyment of any right,
24 privilege, advantage, or opportunity enjoyed by other qualified
25 individuals receiving the housing, aid, benefit, or service.” 24
26 C.F.R. § 8.4(b)(1).

27 121. The HUD regulations implementing Section 504 also
28 require that “[i]n any program or activity receiving Federal

1 financial assistance from the Department, a recipient may not,
2 directly or through contractual or other arrangements, utilize
3 criteria or methods of administration the purpose or effect of
4 which would: (i) Subject qualified individuals with handicaps to
5 discrimination solely on the basis of handicap; (ii) Defeat or
6 substantially impair the accomplishment of the objectives of the
7 recipient's federally assisted program or activity for qualified
8 individuals with a particular handicap involved in the program or
9 activity, unless the recipient can demonstrate that the criteria or
10 methods of administration are manifestly related to the
11 accomplishment of an objective of a program or activity; or (iii)
12 Perpetuate the discrimination of another recipient if both
13 recipients are subject to common administrative control or are
14 agencies of the same State.” 24 C.F.R. § 8.4(b)(4).

15 122. In addition to general program requirements, HUD
16 Section 504 regulations also describe specific architectural and
17 other requirements that apply to particular housing projects or
18 units receiving federal financial assistance.

19 123. For example, five percent of the total dwelling units in
20 new multifamily housing projects receiving federal financial
21 assistance must meet the requirements set forth in the Uniform
22 Federal Accessibility Standards (“UFAS”) for accessibility for
23 people with mobility impairments, and an additional two percent
24 must be accessible per UFAS requirements for people with hearing
25 or vision impairments. 24 C.F.R. §8.22(a) and (b).

26 124. Multifamily housing projects receiving federal financial
27 assistance must take steps to ensure that accessible dwelling units
28 in those projects are occupied by people who need the accessibility

1 features of those units, including offering available units first to
2 people who need the accessibility features and taking steps to
3 assure that advertising and other information regarding the
4 availability of accessible units reaches people with disabilities. 24
5 C.F.R. §8.27.

6 125. Accessible units must also be distributed throughout
7 housing projects and sites to the maximum extent feasible and be
8 available in a range of sizes and amenities so that a person with a
9 disability's choice of living arrangements is comparable to that of
10 others.

11 126. The regulations regarding these specific requirements
12 provide important guidance regarding what steps may be necessary
13 to ensure that people with physical disabilities have meaningful
14 access to a housing program, and the Court may accept them as
15 authoritative interpretations of the statute by the agency charged
16 with enforcement.

17 **II. Title II of the Americans with Disabilities Act**

18 127. The Americans with Disabilities Act, which is modeled
19 on Section 504 of the Rehabilitation Act, was enacted "to provide
20 a clear and comprehensive national mandate for the elimination of
21 discrimination against individuals with disabilities" with "clear,
22 strong, consistent, enforceable standards . . . in order to address
23 the major areas of discrimination faced day-to-day by people with
24 disabilities." 42 U.S.C. §12101(b).

25 128. All public entities, including state and local
26 governments and their departments, agencies, and
27 instrumentalities, must comply with Title II of the Americans with
28 Disabilities Act.

1 129. Title II of the ADA provides that “no qualified
2 individual with a disability shall, by reason of such disability, be
3 excluded from participation in or be denied the benefits of the
4 services, programs, or activities of a public entity, or be subjected
5 to discrimination by such entity.” 42 U.S.C. § 12132.

6 130. Like Section 504, Title II of the ADA requires covered
7 entities to provide people with disabilities meaningful access to
8 programs, services, and activities. *Crowder v. Kitagawa*, 81 F.3d
9 1480 (9th Cir. 1996). The meaningful access requirement applies
10 across the board to all of a covered entity’s programs, services,
11 and activities, regardless of whether a particular program, service,
12 or activity itself has direct federal funding.

13 131. U.S. Department of Justice Regulations implementing
14 Title II of the ADA clarify that “[a] public entity, in providing any
15 aid, benefit or service, may not, directly or through contractual,
16 licensing or other arrangements, on the basis of disability. . . .
17 [a]id or perpetuate discrimination against a qualified individual
18 with a disability by providing significant assistance to an agency,
19 organization, or person that discriminates on the basis of disability
20 in providing any aid, benefit, or service to beneficiaries of the
21 public entity’s program;” [or] “Otherwise limit a qualified
22 individual with a disability in the enjoyment of any right,
23 privilege, advantage, or opportunity enjoyed by others receiving
24 the aid, benefit, or service.” 28 C.F.R. § 35.130(b)(1).

25 132. Department of Justice Regulations implementing Title
26 II also clarify that “[a] public entity may not, directly or through
27 contractual or other arrangements, utilize criteria or methods of
28 administration: (i) That have the effect of subjecting qualified

1 individuals with disabilities to discrimination on the basis of
 2 disability; (ii) That have the purpose or effect of defeating or
 3 substantially impairing accomplishment of the objectives of the
 4 public entity's program with respect to individuals with
 5 disabilities; or (iii) That perpetuate the discrimination of another
 6 public entity if both public entities are subject to common
 7 administrative control . . .” 28 C.F.R. § 35.130(b)(3).

8 **III. The Fair Housing Act**

9 133. In 1988, Congress amended the Fair Housing Act to
 10 include a number of provisions prohibiting discrimination on the
 11 basis of disability, as part of a comprehensive revision of the law.¹
 12 In considering those amendments, Congress stressed that
 13 enforcement of civil rights laws is necessary to protect people with
 14 disabilities from the “devastating” impact of housing
 15 discrimination, including both architectural and attitudinal barriers
 16 to full participation by people with disabilities

17 134. The debates and legislative history of the Fair Housing
 18 Amendments Act of 1988 reflect Congressional findings that a
 19 person using a wheelchair or other mobility aid is just as
 20 effectively excluded from the opportunity to live in a particular
 21 dwelling by steps or thresholds at building or unit entrances and
 22 by too narrow doorways as by a posted sign saying “No
 23 Handicapped People Allowed.”

24 ¹ The Fair Housing Amendments Act (“FHAA”) uses the term “handicap”
 25 instead of the term “disability.” Both terms have the same legal meaning.
 26 See *Bragdon v. Abbott*, 524 U.S. 624, 631 (1998) (noting that definition of
 27 “disability” in the Americans with Disabilities Act is drawn almost
 28 verbatim “from the definition of ‘handicap’ contained in the Fair Housing
 Amendments Act of 1988”). Except when referring to the statutory
 language of the FHAA, this Complaint uses the term “disability,” which is
 more generally accepted.

1 135. As relevant in this litigation, the Fair Housing Act
 2 prohibits both intentional discrimination on the basis of disability
 3 and many neutral policies and practices that have a
 4 disproportionate adverse impact on people with disabilities. 42
 5 U.S.C. §§ 3604(f)(1) and 3604(f)(2).

6 **IV. Section 11135 of the California Government Code**

7 136. All entities receiving financial assistance from the State
 8 of California must comply with Section 11135 of the California
 9 Government Code, which prohibits discrimination on the basis of
 10 disability. Section 11135 incorporates the definitions of
 11 discrimination contained in the ADA and its implementing
 12 regulations such that a violation of the ADA is also a violation of
 13 §11135. California Government Code § 11135(b).

14 **FACTS**

15 **I. Lack of Affordable, Accessible Housing in Los Angeles**

16 137. In order to obtain federal housing and community
 17 development funds, the City submits a Consolidated Plan to HUD
 18 every five years describing the housing market and housing needs
 19 within Los Angeles.

20 138. According to the 2008-2013 Consolidated Plan, Los
 21 Angeles is home to large numbers of people with disabilities. In
 22 2000, 20.4% of the population of Los Angeles five years old and
 23 older had a disability. 2008-2013 Consolidated Plan at 176.
 24 Almost 45% of the population of Los Angeles 65 years old and
 25 older had a disability in 2000. *Id.* Nearly one-quarter of disabled
 26 adults and two-thirds of adults over the age of 65 have physical
 27 limitations. *Id.* at 93. In addition, 24% of the people with
 28

1 disabilities living in Los Angeles have vision or hearing
2 limitations. *Id.*

3 139. The City states in the Consolidated Plan that people
4 with physical limitations require accessible housing and that there
5 is an acute need for accessible housing in Los Angeles. The City
6 found that “[f]inding affordable, accessible units is a challenge” in
7 the City of Los Angeles. *Id.* at 94.

8 140. The City states that “there are hundreds of thousands of
9 individuals, and families, in Los Angeles, who require accessible,
10 affordable housing and do not have it.” *Id.* at 180.

11 141. The City’s Housing Element of its General Plan is the
12 City’s “blueprint” for meeting the housing requirements of its
13 residents and “identifies the City’s housing conditions and needs.”
14 City of Los Angeles Housing Element 2006-2014 at 1. This
15 Housing Element was adopted pursuant to California laws
16 requiring that the City adopt a General Plan Housing Element with
17 certain specified information. California Government Code
18 §§ 65300, *et seq.*)

19 142. In its Housing Element, the City recognizes that people
20 “with physical disabilities need affordable, conveniently-located
21 housing which has been specially adapted for wheelchair
22 accessibility, along with other physical needs.” City of Los
23 Angeles Housing Element 2006-2014 at 1-16.

24 143. The City acknowledges that older, more affordable
25 housing units in the City “are not accessible to those with
26 disabilities.” *Id.*

27 144. The City reports that “[o]ver one-half of all disabled
28 adults in the City have ‘going-outside-home’ or other employment

1 limitations which affect the ability to work and earn an income.”

2 *Id.* at 1-14.

3 145. As a result, people with disabilities “face unique
4 problems in obtaining affordable and adequate housing” in Los
5 Angeles. *Id.*

6 **II. Federal and State Financial Assistance to the City and the**
7 **CRA**

8 146. Since at least 1974, the City has received federal
9 housing and community development funds from HUD, as well as
10 federal funds from other federal agencies.

11 147. The City has received federal funds under the
12 Community Development Block Grant (“CDBG”) program.

13 148. The City has received federal funds under the HOME
14 Investment Partnership (“HOME”) program.

15 149. The City has received federal funds under the
16 Emergency Shelter Grant (“ESG”) program.

17 150. The City has received federal funds under the Housing
18 Opportunities for People with AIDS (“HOPWA”) program.

19 151. The City has also benefitted from the proceeds of
20 federal loan guarantees pursuant to Section 108 of the Community
21 Development Act. 42 U.S.C. § 5308.

22 152. The City has directed millions of dollars in CDBG and
23 HOME funds as well as state, local, and private resources to an
24 Affordable Housing Trust Fund for the purposes of developing
25 affordable housing.

26 153. By virtue of this commingling with federal funds, the
27 anti-discrimination requirements of the Rehabilitation Act and the
28 ADA attach to all funds in the Trust Fund.

1 154. As part of its affordable housing program, the City has
2 directed hundreds of millions of dollars in CDBG, HOME,
3 Affordable Housing Trust Funds, state, and other funds to the
4 Redevelopment Defendants.

5 155. The City has also received funds from the State of
6 California.

7 156. The Redevelopment Defendants have received millions
8 of dollars in federal housing and community development funds,
9 as well as federal funds from other federal agencies.

10 157. The Redevelopment Defendants have also received
11 funds from the State of California.

12 **III. Government Defendants' Redevelopment Housing**
13 **Program**

14 158. The Redevelopment Defendants used these funds and
15 others directly to acquire property eventually developed into
16 housing and/or allocated these and other funds to developers to
17 acquire property, finance, operate, build or substantially alter tens
18 of thousands of housing units.

19 159. The Redevelopment Defendants also used other
20 financing, regulatory, contractual, and governmental methods to
21 support their housing programs and to provide significant
22 assistance to developers, owners, and operators of housing.

23 160. Pursuant to a staff report presented to the Local
24 Authority at an April 19, 2012 Special Meeting, entitled "Report
25 to the Governing Board on Status of Housing Functions and
26 Transfer of Housing Assets, Functions, and Obligations to the Los
27 Angeles Housing Department (LAHD)" ("April 19, 2012 Housing
28 Report"), there were over 29,000 units of housing, including

1 23,000 affordable units, in the Redevelopment Defendants'
2 portfolio as of April 19, 2012.

3 161. Pursuant to the April 19, 2012 Housing Report, as of
4 April 19, 2012, there were nearly 4,500 additional units in the
5 Redevelopment Defendants' development "pipeline," i.e.
6 somewhere in the process of development.

7 162. There were thousands of additional units funded,
8 developed or significantly assisted by the Redevelopment
9 Defendants that are no longer in its existing portfolio.

10 163. All of these units were constructed as part of the
11 Government Defendants' program, service, or activity of
12 increasing the availability of housing, including affordable
13 housing, in the City of Los Angeles.

14 164. The inventory of housing built or rehabilitated with
15 funds, land, or other assistance provided by or through the
16 Redevelopment Defendants, including projects not yet completed,
17 is hereinafter referred to as the "Redevelopment Housing
18 Program."

19 **IV. Defendants' Failure to Ensure that People with Physical**
20 **Disabilities Have Meaningful Access to the CRA Housing**
Program

21 165. By virtue of accepting federal funds to support the
22 Redevelopment Housing Program, the Government Defendants are
23 bound to comply with the obligations of Section 504 of the
24 Rehabilitation Act, which prohibits recipients from operating
25 programs which exclude people with disabilities from participation
26 in, deny them the benefits of, or subject them to discrimination
27 under any program or activity.

28

1 166. As public entities, the Government Defendants are
2 bound to comply with the obligations of the Americans with
3 Disabilities Act, which prohibits public entities from operating
4 programs which exclude people with disabilities from participation
5 in, deny them the benefits of, or subject them to discrimination
6 under any program or activity.

7 167. By virtue of accepting financial assistance from the
8 State of California, the Government Defendants are bound to
9 comply with the obligations of Section 11135 of the California
10 Government Code, which prohibits recipients from operating
11 programs which exclude people with disabilities from participation
12 in, deny them the benefits of, or subject them to discrimination
13 under any program or activity.

14 168. However, the Government Defendants failed, and
15 continue to fail, to take steps to ensure that the Redevelopment
16 Housing Program is accessible to people with disabilities or that
17 any accessible units that exist are made available to people with
18 disabilities.

19 169. As a result, people with physical disabilities have been
20 and continue to be denied meaningful access to the Redevelopment
21 Housing Program.

22 170. For example, the Government Defendants failed, and
23 continue to fail, to maintain policies or practices to ensure that the
24 Redevelopment Housing Program contains sufficient units
25 accessible to people with mobility, auditory, or visual
26 impairments.

27 171. The Government Defendants failed, and continue to
28 fail, to maintain policies, practices, or procedures to ensure that

1 accessible units within the Redevelopment Housing Program are
2 made available to and utilized by people with mobility or auditory
3 or visual impairments who need the accessibility features of those
4 units.

5 172. The Government Defendants have failed, and continue
6 to fail, to maintain policies, practices, or procedures to ensure that
7 people with mobility or auditory or visual impairments otherwise
8 have meaningful access to the Redevelopment Housing Program.

9 173. At all relevant times, the Government Defendants could
10 not or would not identify for the public which projects receiving
11 financial or other benefit from the Redevelopment Defendants
12 received federal financial assistance triggering Rehabilitation Act
13 and regulatory obligations.

14 174. At all relevant times, the Government Defendants failed
15 to monitor compliance with the Rehabilitation Act accessibility
16 requirements in the Redevelopment Housing Program.

17 175. At all relevant times, the Government Defendants failed
18 to maintain a list of accessible units within the Redevelopment
19 Housing Program.

20 176. At all relevant times, the Government Defendants failed
21 to produce any list of accessible units within the Redevelopment
22 Housing Program.

23 177. At all relevant times, the Government Defendants
24 could not or would not identify for the public any wheelchair-
25 accessible or sensory-accessible units.

26 178. At all relevant times, the Government Defendants could
27 not or would not describe for the public any accessible features in
28

1 so-called "wheelchair units," "handicapped units," or "sensory
2 accessible units" within the Redevelopment Housing Program.

3 179. The Government Defendants have failed, and continue
4 to fail, to require that projects within the Redevelopment Housing
5 Program comply with federal accessibility requirements, which has
6 the effect of excluding people with disabilities from such
7 developments.

8 180. In addition, the Government Defendants failed to ensure
9 that contracts and regulatory agreements with developers, owners,
10 and operators of housing in the Redevelopment Housing Program
11 and other documents pertaining to the Redevelopment Housing
12 Program included accessibility requirements sufficient to comply
13 with the Government Defendants' obligations as recipients of
14 federal funds.

15 181. The Government Defendants also failed to exercise
16 oversight over developers and owners of housing in the
17 Redevelopment Housing Program in regards to their obligations to
18 comply and their ongoing compliance with disability access
19 provisions of federal law.

20 182. The Government Defendants' failures with regard to
21 ensuring the accessibility of the Redevelopment Housing Program
22 stand in stark contrast to their efforts to enforce other
23 requirements, such as regulatory provisions concerning
24 affordability requirements.

25 183. In addition to their failure to comply with accessibility
26 requirements for the redevelopment project as a whole, the
27 Government Defendants failed to ensure compliance with these
28 requirements in housing where the Government Defendants were

1 providing federal funding to the developer and/or owner for the
2 project.

3 184. For example, Plaintiffs are aware of at least 61
4 multifamily projects, comprising approximately 4,140 units, for
5 which the Redevelopment Defendants provided CDBG, HOME
6 and/or AHTF funds to support new construction or substantial
7 alteration. The multifamily projects include but are not limited to:
8 Don Hotel Apartments (58 units); El Dorado Apartments (60
9 units); Vista Monterey Senior Housing (48 units); Bonnie Brae
10 Apartment Homes (53 units); Broadway Plaza Apartments (82
11 units); Adams and Central (80 units); Montecito Terraces (98
12 units); Amistad Plaza (56 units); Andalucia Senior Apartments (94
13 units); The Ardmore (48 units); Asturias Senior Apartments (69
14 units); Broadway Village II (50 units); Buckingham Place Senior
15 Housing (71 units); Cantabria Senior Citizen Apartments (81
16 units); Carondelet Court Apartments (32 units); Central Village
17 Apartments (85 units); Orion Garden Apartments (aka Decro
18 Orion) (32 units); Decro Osborne Apartments (aka Osborne
19 Family) (50 units); Boyle Hotel Apartments (51 units); Paseo Del
20 Sol (7 units); Eastside Village (Lillian Mobley) (78 units); La
21 Estrella Apartments (11 units); Eugene Hotel (44 units); FAME
22 West 25th (aka FAME-Western) (12 units); Far East Building (16
23 units); Grandview 9 (62 units); Hart Village (47 units); Heavenly
24 Vision Seniors (46 units); The Hobart (49 units); Hoover Senior
25 (38 units); Imani Fe (East and West) (92 units); Pleasant Hill
26 Homes (24 units); Las Margaritas (42 units); Bronson Court (32
27 units); Cuatro Vientos (25 units); Menlo Park Apartments (48
28 units); Morgan Place Senior Apartments (55 units); New Genesis

1 Apartments (106 units); Tierra del Sol (119 units); NoHo Senior
 2 Villas (25 units); Hope Manor (75 units); Pico/Gramercy (71
 3 units); Palm Village Senior Citizens (60 units); Palomar
 4 Apartments (28 units); Columbus Permanent Housing (6 units);
 5 Casa Rampart (69 units); Lofts (292 units); Renato Apartments (97
 6 units); Rittenhouse (100 units); Casa Verde (30 units); Seven
 7 Maples Senior Apartments (57 units); Gallery (438 units);
 8 Sherman Village Apartments (33 units); Three Courtyards
 9 Apartments (aka Ivy Terrace) (52 units); Stovall Villa (31 units);
 10 Vermont Seniors (I and II) (140 units); Washington Court Family
 11 Housing (101 units); Terre One Apartments (15 units); West
 12 Angeles Villas (150 units); Metro Hollywood (60 units); and Yale
 13 Terrace Apartments (55 units). The number of units at each
 14 project are based upon information and belief.

15 185. None of the 61 federally-funded multifamily projects
 16 contains units accessible to people with mobility and/or auditory
 17 or visual impairments in sufficient numbers, sizes and locations to
 18 provide people with disabilities meaningful access to this program,
 19 service, or activity in violation of Section 504 of the
 20 Rehabilitation Act, Title II of the ADA, the Fair Housing Act, and
 21 Government Code § 11135.

22 186. Moreover, the steps outlined in the Section 504
 23 regulations to maximize the utilization of accessible dwelling units
 24 by people who need the accessibility features of those units were
 25 not taken.

26 187. By letter of January 11, 2012, the HUD Office of Fair
 27 Housing and Equal Opportunity notified the City and the CRA of
 28 the results of a compliance review, which found that “the City and

1 the CRA are not monitoring the policies and procedures of
2 federally-funded recipients in several key areas, and that the
3 policies in place are not implemented in a manner that ensures that
4 these policies and practices do not discriminate against qualified
5 individuals with disabilities because of their disability. . . . there
6 is no monitoring of Section 504 compliance, and . . . an overall
7 lack of knowledge as to the duties and responsibilities with respect
8 to Section 504.” HUD Letter of Findings of Noncompliance,
9 January 11, 2012, at 7.

10 188. HUD also “found that a large percentage of residents
11 without disabilities currently occupy the designated accessible
12 units in several HUD-funded developments,” and that, with no
13 oversight from the CRA, many developments had offered
14 accessible dwelling units to the general population on a lottery or
15 wait-list basis without regard to disability or need for accessibility
16 features. *Id.* at 8.

17 189. The City has annually certified its compliance, and the
18 compliance of its subrecipients, including CRA, with federal
19 housing and civil rights laws to HUD and other federal agencies in
20 order to ensure its continuing receipt of federal funds.

21 190. Nonetheless, and in violation of the federal and state
22 civil rights laws referenced above, the Government Defendants
23 failed, and continue to fail, to ensure that housing within the
24 Redevelopment Housing Program complies with applicable law
25 and is accessible to people with disabilities. As a result, people
26 with physical disabilities who require accessible units are denied
27 meaningful access to the Redevelopment Housing Program.

28

1 191. The Government Defendants' policy of failing to ensure
2 that all of the housing projects within the Redevelopment Housing
3 Program—regardless of affordability status or receipt of federal
4 funds—comply with applicable regulations and are accessible to
5 people with disabilities has a different and disparate impact on
6 people with physical disabilities, who have a particular need for
7 housing with accessibility features, and has the effect of excluding
8 people with physical disabilities.

9 192. A disproportionate percentage of people with
10 disabilities in Los Angeles have low incomes because of the work
11 limitations imposed by their disabilities.

12 193. People with disabilities have a particular need for
13 accessible units because people with low income cannot afford to
14 pay for significant modifications to their housing units.

15 194. People with disabilities have a particular need for
16 affordable, accessible units because people with low income
17 cannot afford more expensive housing units.

18 195. As a result, the Government Defendants' failure to
19 ensure that affordable housing within the Redevelopment Housing
20 Program complies with applicable laws and is accessible to people
21 with disabilities has a different and disparate impact on people
22 with physical and sensory disabilities and has the effect of
23 disproportionately excluding people with physical and sensory
24 disabilities from Redevelopment Housing Program.

25 **V. Exhaustion of Administrative Remedies**

26 196. On or about January 12, 2012, Plaintiffs presented their
27 claims for money or damages under state law to the City pursuant
28 to California Government Code § 900, *et seq.*

1 197. By correspondence dated February 22, 2012, the City
2 denied Plaintiffs' state law tort claims for money or damages.

3 198. Plaintiffs have met any applicable requirement that they
4 exhaust administrative remedies in order to bring state law damage
5 claims against the City.

6 199. On or about January 12, 2012, Plaintiffs presented their
7 claims for money or damages under state law to the CRA pursuant
8 to California Government Code § 900, *et seq.*

9 200. As of the filing of this Second Amended Complaint,
10 none of the Redevelopment Defendants have responded to
11 Plaintiffs regarding Plaintiffs' state law tort claims for money or
12 damages.

13 201. Plaintiffs have met any applicable requirement that they
14 exhaust administrative remedies in order to bring state law damage
15 claims against the Redevelopment Defendants.

16 **INJURY TO PLAINTIFFS**

17 **I. Injury to Plaintiff Independent Living Center of Southern**
18 **California**

19 202. As a result of the actions described above, ILCSC and
20 its constituents have been directly and substantially injured.
21 These actions have frustrated Plaintiff ILCSC's mission and
22 undermined the effectiveness of the programs and services it
23 provides, including encouraging community integration of people
24 with disabilities, providing assistance to individuals and families
25 searching for housing or affected by discriminatory housing
26 practices, and eliminating discriminatory housing practices.

27 203. Because the Government Defendants have not complied
28 with their obligations to ensure that their Redevelopment Housing

1 Program met accessibility requirements, and because they have
2 failed to inform the public of the existence of any accessible units,
3 ILCSC has been required to devote substantial staff time and
4 money assisting people with disabilities to locate and secure such
5 accessible housing.

6 204. As a consequence of the violations by the Government
7 Defendants described herein, ILCSC has had to divert its scarce
8 resources away from its educational and other programs focused
9 on expanding housing choice for its constituents and toward
10 efforts focused on securing compliance with federal accessibility
11 requirements in the Government Defendants' Redevelopment
12 Housing Program.

13 205. In addition, ILCSC has invested considerable time and
14 effort in educating the City, the Redevelopment Defendants, the
15 housing industry, and the general public about the importance of
16 accessible housing for people with disabilities, in an attempt to
17 secure compliance.

18 206. Each time any of the Government Defendants failed to
19 ensure that housing in the Redevelopment Housing Program was
20 accessible, it frustrated the mission of ILCSC inasmuch as it made
21 it difficult or impossible for people with disabilities to live in that
22 housing.

23 207. The Government Defendants' conduct reduced the
24 effectiveness of outreach and advocacy efforts by ILCSC and
25 required it to provide additional educational programs to
26 counteract the impression left by the Government Defendants'
27 conduct that constructing inaccessible residential housing is
28 permissible.

1 208. The Government Defendants' continuing discriminatory
2 practices have forced ILCSC to divert scarce resources to identify,
3 investigate, and counteract the Government Defendants'
4 discriminatory practices, and such practices have frustrated
5 Plaintiff's other efforts against discrimination, causing Plaintiff to
6 suffer concrete and demonstrable injuries.

7 209. ILCSC has expended resources attempting to counteract
8 the Government Defendants' discriminatory practices including,
9 but not limited to, counseling people with disabilities affected by
10 the Government Defendants' discriminatory practices and
11 conducting outreach to the City and the Redevelopment
12 Defendants about the accessibility requirements under federal law,
13 resulting in the diversion of resources that it would not have had
14 to expend were it not for the Government Defendants' violations.

15 210. Until remedied, the Government Defendants' unlawful,
16 discriminatory actions will continue to injure ILCSC by:

- 17 a. Interfering with efforts and programs intended to
18 bring about equality of opportunity in housing;
19 b. Requiring the commitment of scarce resources,
20 including substantial staff time and funding, to
21 investigate and counteract the Government
22 Defendants' discriminatory conduct, thus diverting
23 those resources from ILCSC's other activities and
24 services, such as education, outreach and counseling;
25 and
26 c. Frustrating the mission and purposes of ILCSC.

27
28

1 **II. Injury to Plaintiff Fair Housing Council of San Fernando**
2 **Valley**

3 211. As a result of the actions described above, FHC and its
4 constituents have been directly and substantially injured. These
5 actions have frustrated Plaintiff FHC's mission and undermined
6 the effectiveness of the programs and services it provides,
7 including encouraging community integration of people with
8 disabilities, providing assistance to individuals and families
9 searching for housing or affected by discriminatory housing
10 practices, and eliminating discriminatory housing practices.

11 212. Because the Government Defendants have not complied
12 with their obligations to ensure that their Redevelopment Housing
13 Program met accessibility requirements, and because they have
14 failed to inform the public of the existence of any accessible units,
15 FHC has been required to devote substantial staff time and money
16 assisting people with disabilities to locate and secure such
17 accessible housing.

18 213. Between 2008 and 2011, FHC's Deputy Director
19 devoted at least one-third of her time to addressing housing
20 accessibility issues, including meetings with elected officials,
21 employees of the Government Defendants, and others to alert them
22 to the severe need for accessible affordable housing and
23 noncompliance with federal accessibility requirements in buildings
24 funded by or through the Government Defendants.

25 214. Because the Redevelopment Defendants could not or
26 would not publicly identify the location of any unit in the entire
27 CRA inventory that met the accessibility requirements of the
28 Rehabilitation Act, FHC was required to expend substantial staff

1 time and scarce resources on researching the location of accessible
2 affordable housing and making that information available to its
3 constituents.

4 215. As a consequence of the violations described herein,
5 FHC has had to divert its scarce resources away from its
6 educational and other programs focused on expanding housing
7 choice for its constituents and toward efforts focused on securing
8 compliance with federal accessibility requirements in the
9 Redevelopment Housing Program.

10 216. In addition, FHC has invested considerable time and
11 effort in reporting to Government Defendants the extent of
12 noncompliance in federally-funded, CRA-assisted buildings in Los
13 Angeles, and educating the housing industry, and the general
14 public about the importance of accessible housing for people with
15 disabilities, in an attempt to secure compliance.

16 217. Each time any of the Defendants failed to ensure that
17 housing funded in part by federal housing and community
18 development funds was accessible, it frustrated the mission of
19 FHC inasmuch as it made it difficult or impossible for people with
20 disabilities to live in that housing.

21 218. Defendants' conduct reduced the effectiveness of
22 outreach and advocacy efforts by FHC and required it to provide
23 additional educational programs to counteract the impression left
24 by Defendants' conduct that constructing inaccessible residential
25 housing is permissible.

26 219. Defendants' continuing discriminatory practices have
27 forced FHC to divert scarce resources to identify, investigate, and
28 counteract the Defendants' discriminatory practices, and such

1 practices have frustrated FHC's other efforts against
 2 discrimination, causing FHC to suffer concrete and demonstrable
 3 injuries.

4 220. FHC has expended resources attempting to counteract
 5 Defendants' discriminatory practices including, but not limited to,
 6 counseling people with disabilities affected by Defendants'
 7 discriminatory practices and conducting outreach to the City and
 8 the Redevelopment Defendants about the accessibility
 9 requirements under federal law, resulting in the diversion of
 10 resources that it would not have had to expend were it not for
 11 Defendants' violations.

12 221. Until remedied, Defendants' unlawful, discriminatory
 13 actions will continue to injure FHC by:

- 14 a. Interfering with efforts and programs intended to
 15 bring about equality of opportunity in housing;
- 16 b. Requiring the commitment of scarce resources,
 17 including substantial staff time and funding, to
 18 investigate and counteract Defendants'
 19 discriminatory conduct, thus diverting those
 20 resources from the Plaintiff's other activities and
 21 services, such as education, outreach and counseling;
 22 and
- 23 c. Frustrating the missions and purposes of FHC.

24 **III. Injury to Plaintiff Communities Actively Living**
 25 **Independent and Free**

26 222. As a result of Defendants' actions described above,
 27 CALIF and its constituents have been directly and substantially
 28 injured.

1 223. Each time any of the Government Defendants failed to
2 ensure that housing funded in part by federal housing and
3 community development funds was accessible, it frustrated the
4 mission of CALIF inasmuch as it made it difficult or impossible
5 for people with disabilities to live at that dwelling, and
6 undermined the effectiveness of the programs and services it
7 provides, including promoting the community integration of
8 people with disabilities, providing assistance to individuals and
9 families searching for housing or affected by discriminatory
10 housing practices, and eliminating discriminatory housing
11 practices.

12 224. Because the Government Defendants have not complied
13 with their obligations to ensure that their Redevelopment Housing
14 Program meets accessibility requirements, and because they have
15 failed to inform the public about the existence of any accessible
16 units, CALIF has been required to devote substantial staff time
17 and money assisting people with disabilities to locate and secure
18 such accessible housing. CALIF has had to divert its scarce
19 resources away from its housing programs focused on expanding
20 housing choice for its clients as outlined herein, and toward efforts
21 focused on confirming and securing compliance with federal
22 accessibility requirements in the Redevelopment Housing Program.

23 225. In addition, CALIF has expended resources attempting
24 to counteract the Government Defendants' discriminatory practices
25 including, but not limited to, counseling people with disabilities
26 affected by the Government Defendants' discriminatory practices
27 and educating housing providers and the general public about
28 federal accessibility requirements and the importance of accessible

1 housing to people with disabilities, resulting in the diversion of
2 resources that they would not have had to expend were it not for
3 the Government Defendants' violations.

4 226. The Government Defendants' continuing discriminatory
5 practices have forced, and will continue to force CALIF to divert
6 scarce resources to identify, investigate, and counteract the
7 Government Defendants' discriminatory practices, and such
8 practices have frustrated Plaintiff's other efforts against
9 discrimination, causing Plaintiff to suffer concrete and
10 demonstrable injuries.

11 227. Until remedied, the Government Defendants' unlawful,
12 discriminatory actions will continue to injure CALIF by:

- 13 a. Interfering with efforts and programs intended to
14 bring about equality of opportunity in housing;
- 15 b. Requiring the commitment of scarce resources,
16 including substantial staff time and funding, to
17 investigate and counteract the Government
18 Defendants' discriminatory conduct, thus
19 diverting those resources from CALIF's other
20 activities and services, such as education,
21 outreach and counseling; and
- 22 c. Frustrating the missions and purposes of CALIF.

23 **IV. Injuries to All Plaintiffs**

24 228. By the actions described above, the Government
25 Defendants have engaged in, and continue to engage in a pattern or
26 practice of discrimination against people with disabilities in
27 violation of the Rehabilitation Act, the Americans with
28 Disabilities Act, the Fair Housing Act, and Government Code §

1 11135. The Government Defendants continue to engage in such a
2 pattern, practice, or policy of discrimination so as to constitute a
3 continuing violation.

4 229. The Government Defendants have acted or failed to act
5 with deliberate indifference. The Government Defendants have
6 known that their acts and omissions create a substantial likelihood
7 of harm to Plaintiffs' federally protected rights, and the
8 Government Defendants have failed to act upon that likelihood.

9 230. There now exists an actual controversy between the
10 parties regarding the Government Defendants' duties under the
11 federal and state civil rights laws. Plaintiffs accordingly are
12 entitled to declaratory relief.

13 231. The Government Defendants, unless enjoined, will
14 continue to engage in the unlawful acts and the pattern or practice
15 of discrimination and unlawful conduct described above.

16 232. Plaintiffs have no adequate remedy at law. Plaintiffs
17 now are suffering and will continue to suffer irreparable injury
18 from the Government Defendants' acts and unlawful conduct
19 unless relief is provided by this Court. Plaintiffs thus are entitled
20 to preliminary and permanent injunctive relief.

21 **CLAIMS FOR RELIEF**

22 **FIRST CLAIM FOR RELIEF**

23 **SECTION 504 OF THE REHABILITATION ACT**

24 **[29 U.S.C. § 794, *et seq.*]**

25 **[All Plaintiffs Against City;**

26 **Owner Defendants Named as Rule 19 Parties Only]**

27 233. Plaintiffs reallege and incorporate by reference each
28 and every allegation contained in the foregoing paragraphs.

1 234. Defendant City of Los Angeles' discriminated and
2 continues to discriminate on the basis of disability in violation of
3 Section 504 of the Rehabilitation Act by acting or failing to act in
4 a manner that, among other things:

- 5 a. Denies meaningful access to the Redevelopment
6 Housing Program to people with mobility
7 impairments and visual and hearing disabilities;
- 8 b. Has a disparate impact on people with mobility
9 impairments and visual and hearing disabilities;
- 10 c. Aids or perpetuates discrimination against people
11 with disabilities when such discriminatory conduct is
12 engaged in by the Redevelopment Defendants and
13 others who have received financial or other
14 significant assistance from the City as part of the
15 Redevelopment Housing Program.
- 16 d. Uses methods of administration that discriminate
17 against people with disabilities, defeating the
18 purpose of the Redevelopment Housing Program,
19 and/or that perpetuate the discrimination of other
20 agencies by failing to ensure that the Redevelopment
21 Housing Program provides accessible housing or
22 otherwise provides meaningful access to people with
23 mobility, visual, or hearing impairments.
- 24 e. Otherwise limits people with disabilities from
25 enjoying housing or the opportunity to obtain such
26 housing by engaging in the policies, practices, acts,
27 and omissions described above.

28

1 235. As a result of the discrimination alleged in the previous
2 paragraph, Plaintiffs have sustained the injuries described herein.

3 **SECOND CLAIM FOR RELIEF**

4 **SECTION 504 OF THE REHABILITATION ACT**

5 **[29 U.S.C. § 794, *et seq.*]**

6 **[All Plaintiffs Against Redevelopment Defendants;**

7 **Owner Defendants Named as Rule 19 Parties Only]**

8 236. Plaintiffs reallege and incorporate by reference each
9 and every allegation contained in the foregoing paragraphs.

10 237. The Redevelopment Defendants discriminated and
11 continue to discriminate on the basis of disability in violation of
12 Section 504 of the Rehabilitation Act by acting or failing to act in
13 a manner that, among other things:

- 14 a. Denies meaningful access to the Redevelopment
15 Housing Program to people with mobility
16 impairments and visual and hearing disabilities.
17 b. Has a disparate impact on people with mobility
18 impairments and visual and hearing disabilities.
19 c. Aids or perpetuates discrimination against people
20 with disabilities when such discriminatory conduct is
21 engaged in by the Redevelopment Defendants and
22 others who have received financial or other
23 significant assistance from the City as part of the
24 Redevelopment Housing Program.
25 d. Uses methods of administration that discriminate
26 against people with disabilities, defeating the
27 purpose of the Redevelopment Housing Program,
28 and/or that perpetuate the discrimination of other

1 agencies by failing to ensure that the redevelopment
2 housing provides meaningful access to people with
3 mobility, visual, or hearing impairments.

4 e. Otherwise limits people with disabilities from
5 enjoying housing or the opportunity to obtain such
6 housing by engaging in the policies, practices, acts,
7 and omissions described above.

8 238. As a result of the discrimination alleged in the previous
9 paragraph, Plaintiffs have sustained the injuries described herein.

10 **THIRD CLAIM FOR RELIEF**

11 **AMERICANS WITH DISABILITIES ACT**

12 **[42 U.S.C. § 12131, *et seq.*]**

13 **[All Plaintiffs Against City;**

14 **Owner Defendants Named as Rule 19 Parties Only]**

15 239. Plaintiffs reallege and incorporate by reference each
16 and every allegation contained in the foregoing paragraphs.

17 240. Defendant City of Los Angeles' discriminated and
18 continues to discriminate on the basis of disability in violation of
19 Title II of the ADA by acting or failing to act in a manner that,
20 among other things:

21 a. Denies meaningful access to the Redevelopment
22 Housing Program to people with mobility
23 impairments and visual and hearing disabilities.

24 b. Has a disparate impact on people with mobility
25 impairments and visual and hearing disabilities.

26 c. Aids or perpetuates discrimination against people
27 with disabilities when such discriminatory conduct is
28 engaged in by the Redevelopment Defendants and

1 others who have received financial or other
2 significant assistance from the City as part of the
3 Redevelopment Housing Program.

4 d. Uses methods of administration that discriminate
5 against people with disabilities, defeating the
6 purpose of the Redevelopment Housing Program,
7 and/or that perpetuate the discrimination of other
8 agencies by failing to ensure that the Redevelopment
9 Housing Program provides accessible housing or
10 otherwise provides meaningful access to people with
11 mobility, visual, or hearing impairments.

12 e. Otherwise limits people with disabilities from
13 enjoying housing or the opportunity to obtain such
14 housing by engaging in the policies, practices, acts,
15 and omissions described above.

16 241. As a result of the discrimination alleged in the previous
17 paragraph, Plaintiffs have sustained the injuries described herein.

18 **FOURTH CLAIM FOR RELIEF**

19 **AMERICANS WITH DISABILITIES ACT**

20 **[42 U.S.C. § 12131, *et seq.*]**

21 **[All Plaintiffs Against Redevelopment Defendants;**

22 **Owner Defendants Named as Rule 19 Parties Only]**

23 242. Plaintiffs reallege and incorporate by reference each
24 and every allegation contained in the foregoing paragraphs.

25 243. The Redevelopment Defendants' actions and failures to
26 act discriminate on the basis of disability in violation of Title II of
27 the ADA and its implementing regulations by engaging in the
28 following actions or omissions:

- 1 a. Denies meaningful access to the Redevelopment
- 2 Housing Program to people with mobility
- 3 impairments and visual and hearing disabilities.
- 4 b. Has a disparate impact on people with mobility
- 5 impairments and visual and hearing disabilities.
- 6 c. Aids or perpetuates discrimination against people
- 7 with disabilities when such discriminatory conduct is
- 8 engaged in by the Redevelopment Defendants and
- 9 others who have received financial or other
- 10 significant assistance from the City as part of the
- 11 Redevelopment Housing Program.
- 12 d. Uses methods of administration that discriminate
- 13 against people with disabilities, defeating the
- 14 purpose of the Redevelopment Housing Program,
- 15 and/or that perpetuate the discrimination of other
- 16 agencies by failing to ensure that the redevelopment
- 17 housing provides meaningful access to people with
- 18 mobility, visual, or hearing impairments.
- 19 e. Otherwise limits people with disabilities from
- 20 enjoying housing or the opportunity to obtain such
- 21 housing by engaging in the policies, practices, acts,
- 22 and omissions described above.

23 244. As a result of the discrimination alleged in the previous
24 paragraph, Plaintiffs have sustained the injuries described herein.

25
26
27
28

1 **FIFTH CLAIM FOR RELIEF**

2 **FAIR HOUSING ACT**

3 **[42 U.S.C. §3601, *et seq.*]**

4 **[All Plaintiffs Against Government Defendants;**

5 **Owner Defendants Named as Rule 19 Parties Only]**

6 245. Plaintiffs reallege and incorporate by reference each
7 and every allegation contained in the foregoing paragraphs.

8 246. Plaintiffs are aggrieved persons as defined in 42 U.S.C.
9 § 3602(i).

10 247. Government Defendants' policy or practice of failing to
11 act to ensure that housing projects within the Redevelopment
12 Housing Program are physically accessible as required under other
13 laws has a disparate impact on people with disabilities such that
14 Government Defendants injured Plaintiffs in violation of the
15 federal Fair Housing Act and its implementing regulations by
16 committing the following discriminatory housing practices:

17 a. Otherwise making unavailable dwellings because of
18 handicap.

19 b. Discriminating in the terms, conditions, and
20 privileges of the rental of a dwelling because of
21 handicap.

22 c. Discouraging persons from inspecting, purchasing or
23 renting a dwelling because of handicap.

24 d. Limiting the use of privileges, services or facilities
25 associated with a dwelling because of handicap.

26 248. As a result of the discrimination alleged in the previous
27 paragraph, Plaintiffs have sustained the injuries described herein.
28

1 **SIXTH CLAIM FOR RELIEF**

2 **CALIFORNIA GOVERNMENT CODE § 11135**

3 **[All Plaintiffs Against Government Defendants;**

4 **Owner Defendants Named as Rule 19 Parties Only]**

5 249. Plaintiffs incorporate by reference each and every
6 allegation contained in the foregoing paragraphs.

7 250. Through their acts and omissions described herein,
8 Government Defendants have violated and will continue to violate
9 California Government Code § 11135 by unlawfully denying
10 people with disabilities the benefits of, and unlawfully subjecting
11 people with disabilities to discrimination under, Defendants'
12 programs and activities.

13 251. As a result of the discrimination alleged in the previous
14 paragraph, Plaintiffs have sustained the injuries described herein.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiffs pray that this Court enter an order
17 against Defendants, together and individually, as follows:

18 A. Declare that the Government Defendants' policies,
19 practices, acts, and omissions as set forth above violate:

- 20 a. Section 504 of the Rehabilitation Act,
21 b. Title II of the ADA,
22 c. Government Code § 11135;

23 B. Enjoin the Government Defendants, their officers,
24 directors, employees, agents, managers, successors, assigns, and
25 all other persons in active concert or participation with any of
26 them, both temporarily during the pendency of this action, and
27 permanently, from:

28

1 1. Providing funds or property or other significant
2 assistance for land or for the development,
3 construction, or rehabilitation of any housing and/or
4 common areas in buildings containing housing units
5 that, in any way, fail to comply with the accessibility
6 requirements of:

- 7 a. Section 504 of the Rehabilitation Act,
8 b. Title II of the ADA,
9 c. Government Code § 11135;

10 2. Failing or refusing to bring housing and the public
11 use and common use areas in buildings containing
12 housing units that are part of the Redevelopment
13 Housing Program into compliance with the
14 requirements of:

- 15 a. Section 504 of the Rehabilitation Act,
16 b. Title II of the ADA,
17 c. Government Code § 11135; and

18 3. Failing or refusing to otherwise provide
19 meaningful access for people with mobility impairments
20 and visual and hearing disabilities to the
21 Redevelopment Housing Program.

22 C. Enjoin the Government Defendants, their officers,
23 directors, employees, agents, managers, successors, assigns, and
24 all other persons in active concert or participation with any of
25 them from failing or refusing to:

26 1. Survey each and every housing unit in the
27 Redevelopment Housing Program and appurtenant
28 common and public use areas, and assess the

1 compliance of each with the accessibility requirements
2 of Section 504 of the Rehabilitation Act, Title II of the
3 ADA, and Government Code § 11135;

4 2. Report to the Court the extent of the
5 noncompliance with the accessibility requirements of
6 Section 504 of the Rehabilitation Act, Title II of the
7 ADA, and Government Code § 11135; and

8 3. Bring each and every such housing unit in the
9 Redevelopment Housing Program and appurtenant
10 common and public use areas into compliance with the
11 requirements of Section 504 of the Rehabilitation Act,
12 Title II of the ADA, and Government Code § 11135.

13 4. Otherwise provide meaningful access to the
14 Redevelopment Housing Program to people with
15 mobility, visual, or hearing impairments.

16 5. Adopt policies and procedures to ensure that
17 newly built or renovated housing meets the accessibility
18 requirements of Section 504 of the Rehabilitation Act,
19 Title II of the ADA, and Government Code § 11135.

20 6. Adopt policies and procedures to ensure that the
21 Owner Defendants and any prospective owner or
22 manager of units in the Redevelopment Housing
23 Program comply with the requirements of Section 504
24 of the Rehabilitation Act, Title II of the ADA, and
25 Government Code § 11135 with respect to assignment
26 of accessible units to residents who need such units
27 because of their disabilities and with respect to
28

1 reasonable accommodation and reasonable
2 modifications in relation to those units.

3 D. Enjoin the Owner Defendants, their officers, directors,
4 employees, agents, managers, successors, assigns, and all other
5 persons in active concert or participation with any of them from
6 failing or refusing to:

- 7 1. Allow access to all housing built or renovated
8 using federal funds and to appurtenant common and
9 public use areas to effectuate the relief described
10 above, including access for any inspections necessary
11 to determine compliance with accessibility standards,
12 and access for any retrofitting or other physical
13 modifications necessary to bring each and every such
14 apartment complex into compliance with the
15 requirements of Section 504 of the Rehabilitation Act,
16 Title II of the ADA, and Government Code § 11135;
- 17 2. Implement any policy change necessary to provide
18 meaningful access to the Redevelopment Housing
19 Program to people with mobility, visual, or hearing
20 impairments as required by Section 504 of the
21 Rehabilitation Act, Title II of the ADA, and
22 Government Code § 11135;
- 23 3. Allowing any other steps necessary to provide
24 meaningful access to the Redevelopment Housing
25 Program to people with mobility, visual, or hearing
26 impairments.

27 E. Award the Plaintiffs damages against the Government
28 Defendants for Plaintiffs' injuries resulting from the Government

1 Defendants' discriminatory practices and conduct.

2 F. Award the Plaintiffs costs of this action and reasonable
3 attorneys' fees pursuant to: 29 U.S.C. § 794a; 42 U.S.C. §§12133
4 and 12205; Cal. Civ. Pro. Code § 1021.5 and as otherwise may be
5 allowed by law.

6 G. Award such other and further relief as the Court deems
7 to be just and equitable.

8 **JURY DEMAND**

9 Plaintiffs demand a trial by jury on all issues so triable.

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

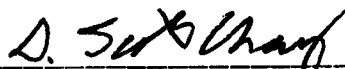
26

27

28

1 Dated: August 15, 2012

2 Respectfully submitted,

3
4 
5 MICHAEL G. ALLEN*
6 D. SCOTT CHANG #146403
7 JAMIE L. CROOK #245757
8 RELMAN, DANE & COLFAX
9 PLLC
10 1225 19th St. NW, Suite 600
11 Washington D.C. 20036
12 Telephone: (202) 728-1888
13 Facsimile: (202) 728-0848
14 schang@relmanlaw.com

15 * Application for admission pro
16 hac vice approved by court order
17 Doc. No. 15

18 
19 PAULA D. PEARLMAN #109038
20 MARIA MICHELLE UZETA
21 #164402
22 UMBREEN BHATTI Registered
23 Legal Services Attorney #801458
24 DISABILITY RIGHTS LEGAL
25 CENTER
26 Loyola Public Interest Law Center
27 800 S. Figueroa Street, Suite 1120
28 Los Angeles, CA 90017
Telephone: (213) 736-1496
Facsimile: (213) 736-1428
Michelle.Uzeta@lls.edu

29 
30 DAVID GEFFEN #129342
31 DAVID GEFFEN LAW FIRM
32 530 Wilshire Blvd., Suite 205
33 Santa Monica, CA 90401
34 Telephone: (310) 434-1111
35 Facsimile: (310) 434-1115
36 Geffenlaw@aol.com

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

Dara Schur /MB-C
DARA SCHUR #98638
DISABILITY RIGHTS
CALIFORNIA
1330 Broadway, Suite 500
Oakland, CA 94612
Telephone: (510) 267-1200
Facsimile: (510) 267-1201
Dara.Schur@disabilityrightsca
.org

Autumn Elliott /MB-C
AUTUMN ELLIOTT #230043
KEVIN BAYLEY #218070
DISABILITY RIGHTS
CALIFORNIA
350 S. Bixel Ave., Suite 290
Los Angeles, CA 90010-2512
Telephone: (213) 213-8000
Facsimile: (213) 213-8001
Autumn.Elliott@disabilityrightsca
.org

Attorneys for Plaintiffs

**CERTIFICATE OF SERVICE
CENTRAL DISTRICT OF CALIFORNIA**

I hereby certify that on this 20th day of August, 2012, I filed the foregoing Second Amended Complaint for Injunctive, Declaratory, and Monetary Relief; Demand for Trial By Jury and accompanying document in the traditional manner, in hard copy, at the Court. The Court will enter these documents via its CM/ECF filing system, which shall serve as notice of such filing on all counsel of record.


Michael Allen

Michael G. Allen*
 D. Scott Chang #146403
 Jamie L. Crook #245757
 RELMAN, DANE & COLFAX PLLC
 1225 19th St. NW, Suite 600
 Washington, DC 20036
 202-728-1888**
 *Application for admission pro hac vice approved by court
 order Doc. No. 15
 **See attachment for additional attorneys

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

INDEPENDENT LIVING CENTER OF SOUTHERN
 CALIFORNIA, a California non-profit corporation, et
 al. (see attachment)

PLAINTIFF(S)

v.

CITY OF LOS ANGELES, CALIFORNIA, a
 California municipal corporation, et al. (see
 attachment)

DEFENDANT(S).

CASE NUMBER

2:12-cv-00551-SJO-PJW

SUMMONS

TO: DEFENDANT(S): See attachment

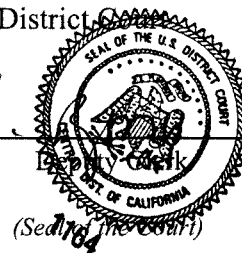
A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☐ complaint ☒ second amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Michael G. Allen, whose address is Relman, Dane & Colfax PLLC, 1225 19th Street NW, Suite 600, Washington, DC 20036. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: 8-20-2012

By: [Signature]



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

MICHAEL G. ALLEN*
D. SCOTT CHANG #146403
JAMIE L. CROOK #245757
RELMAN, DANE & COLFAX
PLLC
1225 19th St. NW, Suite 600
Washington D.C. 20036
Telephone: (202) 728-1888
Facsimile: (202) 728-0848
schang@relmanlaw.com

* Application for admission
pro hac vice approved by
Court order Doc. No. 15

PAULA D. PEARLMAN
#109038
MARIA MICHELLE UZETA
#164402
UMBREEN BHATTI
Registered Legal Services
Attorney #801458
DISABILITY RIGHTS
LEGAL CENTER
Loyola Public Interest Law
Center
800 S. Figueroa Street, Suite
1120
Los Angeles, CA 90017
Telephone: (213) 736-1496
Facsimile: (213) 736-1428
Michelle.Uzeta@lls.edu

DAVID GEFFEN #129342
DAVID GEFFEN LAW FIRM
530 Wilshire Blvd., Suite 205
Santa Monica, CA 90401
Telephone: (310) 434-1111
Facsimile: (310) 434-1115
Geffenlaw@aol.com

DARA SCHUR #98638
DISABILITY RIGHTS
CALIFORNIA
1330 Broadway, Suite 500
Oakland, CA 94612
Telephone: (510) 267-1200
Facsimile: (510) 267-1201
Dara.Schur@disabilityrightsca.org

AUTUMN ELLIOTT #230043
KEVIN BAYLEY #218070
DISABILITY RIGHTS
CALIFORNIA
350 S. Bixel Ave., Suite 290
Los Angeles, CA 90017
Telephone: (213) 213-8000
Facsimile: (213) 213-8001
Autumn.Elliott@disabilityrightsca.org

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT FOR THE
CENTRAL DISTRICT OF CALIFORNIA
(WESTERN DIVISION)

INDEPENDENT LIVING CENTER OF
SOUTHERN CALIFORNIA, a California
non-profit corporation; FAIR HOUSING
COUNCIL OF SAN FERNANDO
VALLEY, a California non-profit
corporation; and COMMUNITIES
ACTIVELY LIVING INDEPENDENT
AND FREE, a California non-profit
corporation,

Plaintiffs,

vs.

CITY OF LOS ANGELES,
CALIFORNIA, a California municipal
corporation; COMMUNITY
REDEVELOPMENT AGENCY OF THE

CASE NO. CV 12-
0551 SJO (PJW)

SUMMONS
ATTACHMENT

1 CITY OF LOS ANGELES, a public
 2 entity; CRA/LA DESIGNATED LOCAL
 3 AUTHORITY, a public entity and
 4 successor agency to the COMMUNITY
 5 REDEVELOPMENT AGENCY OF THE
 6 CITY OF LOS ANGELES; OVERSIGHT
 7 BOARD FOR THE CRA/LA
 8 DESIGNATED LOCAL AUTHORITY, a
 9 public entity; 105 EAST "I" STREET,
 10 L.P., a California limited partnership;
 11 12129 EL DORADO AVENUE, L.P., a
 12 California limited partnership; 4651
 13 HUNTINGTON, L.P., a California
 14 limited partnership; 505 BONNIE BRAE
 15 PARTNERS, L.P., a California limited
 16 partnership; 901 SOUTH BROADWAY
 17 STREET LIMITED PARTNERSHIP, a
 18 California limited partnership; ADAMS
 19 935, L.P., a California limited
 20 partnership; AMCAL MONTECITO
 21 FUND, L.P., a California limited
 22 partnership; AMISTAD PLAZA
 23 PARTNERS LIMITED PARTNERSHIP,
 24 a California limited partnership;
 25 ANDALUCIA SENIOR APARTMENTS,
 26 L.P., a California limited partnership;
 27 ARDMORE 959 PARTNERS, L.P., a
 28 California limited partnership;
 ASTURIAS SENIOR APARTMENTS,
 L.P., a California limited partnership;
 B S BROADWAY VILLAGE II, L.P., a
 California limited partnership;
 BEHRINGER HARVARD NOHO, LLC,
 a Delaware limited liability company;
 BUCKINGHAM SENIOR
 APARTMENTS, L.P., a California
 limited partnership; CANTABRIA
 SENIOR APARTMENTS, L.P., a
 California limited partnership;
 CARONDELET COURT PARTNERS,
 L.P., a California limited partnership;
 CENTRAL VILLAGE APARTMENTS,
 L.P., a California limited partnership;
 DECRO ORION APARTMENTS, L.P., a
 California limited partnership; DECRO
 OSBORNE APARTMENTS, L.P., a
 California limited partnership; EAST LA
 COMMUNITY CORPORATION, a
 California corporation; EASTSIDE
 VILLAGE, L.P., a California limited
 partnership; ESPERANZA
 COMMUNITY HOUSING
 CORPORATION, a California
 corporation; EUGENE HOTEL, L.P., a
 California limited partnership; FAME

1 WEST 25TH STREET, L.P., a California)
 2 limited partnership; FAR EAST)
 3 BUILDING, L.P., a California limited)
 4 partnership; GRANDVIEW NINE, L.P.,)
 5 a California limited partnership; HART)
 6 VILLAGE, L.P., a California limited)
 7 partnership; HEAVENLY VISION)
 8 SENIOR HOUSING, L.P., a California)
 9 limited partnership; HOBART HEIGHTS)
 10 PARTNERS, L.P., a California limited)
 11 partnership; HOOVER SENIORS, L.P., a)
 12 California limited partnership; IMANI)
 13 FE, LP, a California limited partnership;)
 14 KOREAN FAMILY HOUSING)
 15 CORPORATION, a California)
 16 corporation; LAS MARGARITAS, L.P.,)
 17 a California limited partnership; LOS)
 18 ANGELES HOUSING PARTNERSHIP,)
 19 INC., a California corporation; LOS)
 20 CUATRO VIENTOS, L.P., a California)
 21 limited partnership; MENLO PARK, A)
 22 CALIFORNIA LIMITED)
 23 PARTNERSHIP, a California limited)
 24 partnership; MORGAN PLACE, L.P., a)
 25 California limited partnership; NEW)
 26 GENESIS APARTMENTS, L.P., a)
 27 California limited partnership; NEW)
 28 TIERRA DEL SOL, L.P., a California)
 limited partnership; NOHO SENIOR)
 VILLAS, L.P., a California limited)
 partnership; OL HOPE, L.P., a)
 California limited partnership; P G)
 HOUSING PARTNERS, L.P., a)
 California limited partnership; PALM)
 VILLAGE SENIOR HOUSING CORP., a)
 California corporation; PALOMAR)
 APARTMENTS, L.P., a California)
 limited partnership; PENNY LANE)
 CENTERS, a California corporation;)
 RAMPART APARTMENTS, A)
 CALIFORNIA LIMITED)
 PARTNERSHIP, a California limited)
 partnership; REDROCK NOHO)
 RESIDENTIAL, LLC, a Delaware)
 limited liability company; RENATO)
 APARTMENTS, L.P., a California)
 limited partnership; RITTENHOUSE)
 LIMITED PARTNERSHIP, a California)
 limited partnership; SELMA-HUDSON)
 COMMUNITY LIMITED)
 PARTNERSHIP, a California limited)
 partnership; SEVEN MAPLES, L.P. a)
 California limited partnership;)
 SHERMAN VILLAGE APARTMENTS,)
 L.P., a California limited partnership;)

1 SHERMAN WAY COMMUNITY
HOUSING, L.P., a California limited
2 partnership; STOVALL HOUSING
CORPORATION, a California
3 corporation; VERMONT SENIORS, a
California corporation; WA COURT,
4 L.P., a California limited partnership;
WATTS/ATHENS PRESERVATION
5 XVII, L.P., a California limited
partnership; WEST ANGELES VILLAS,
6 L.P., a California limited partnership;
WESTERN/CARLTON II, L.P., a
7 California limited partnership; and
YALE TERRACE APARTMENTS, A
8 CALIFORNIA LIMITED
PARTNERSHIP, a California limited
9 partnership

10 Defendants.

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Michael G. Allen*
 D. Scott Chang #146403
 Jamie L. Crook #245757
 RELMAN, DANE & COLFAX PLLC
 1225 19th St. NW, Suite 600
 Washington, DC 20036
 202-728-1888**
 *Application for admission pro hac vice approved by court
 order Doc. No. 15
 **See attachment for additional attorneys

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

INDEPENDENT LIVING CENTER OF SOUTHERN
 CALIFORNIA, a California non-profit corporation, et
 al. (see attachment)

PLAINTIFF(S)

v.

CITY OF LOS ANGELES, CALIFORNIA, a
 California municipal corporation, et al. (see
 attachment)

DEFENDANT(S).

CASE NUMBER

2:12-cv-00551-SJO-PJW

SUMMONS

TO: DEFENDANT(S): See attachment

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☐ complaint ☒ second amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Michael G. Allen, whose address is Relman, Dane & Colfax PLLC, 1225 19th Street NW, Suite 600, Washington, DC 20036. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: 8-20-2012

By: L. Raymond
 Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

MICHAEL G. ALLEN*
D. SCOTT CHANG #146403
JAMIE L. CROOK #245757
RELMAN, DANE & COLFAX
PLLC
1225 19th St. NW, Suite 600
Washington D.C. 20036
Telephone: (202) 728-1888
Facsimile: (202) 728-0848
schang@relmanlaw.com

* Application for admission
pro hac vice approved by
Court order Doc. No. 15

PAULA D. PEARLMAN
#109038
MARIA MICHELLE UZETA
#164402
UMBREEN BHATTI
Registered Legal Services
Attorney #801458
DISABILITY RIGHTS
LEGAL CENTER
Loyola Public Interest Law
Center
800 S. Figueroa Street, Suite
1120
Los Angeles, CA 90017
Telephone: (213) 736-1496
Facsimile: (213) 736-1428
Michelle.Uzeta@lls.edu

DAVID GEFFEN #129342
DAVID GEFFEN LAW FIRM
530 Wilshire Blvd., Suite 205
Santa Monica, CA 90401
Telephone: (310) 434-1111
Facsimile: (310) 434-1115
Geffenlaw@aol.com

DARA SCHUR #98638
DISABILITY RIGHTS
CALIFORNIA
1330 Broadway, Suite 500
Oakland, CA 94612
Telephone: (510) 267-1200
Facsimile: (510) 267-1201
Dara.Schur@disabilityrightsca.org

AUTUMN ELLIOTT #230043
KEVIN BAYLEY #218070
DISABILITY RIGHTS
CALIFORNIA
350 S. Bixel Ave., Suite 290
Los Angeles, CA 90017
Telephone: (213) 213-8000
Facsimile: (213) 213-8001
Autumn.Elliott@disabilityrightsca.org

Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT FOR THE
CENTRAL DISTRICT OF CALIFORNIA
(WESTERN DIVISION)

INDEPENDENT LIVING CENTER OF
SOUTHERN CALIFORNIA, a California
non-profit corporation; FAIR HOUSING
COUNCIL OF SAN FERNANDO
VALLEY, a California non-profit
corporation; and COMMUNITIES
ACTIVELY LIVING INDEPENDENT
AND FREE, a California non-profit
corporation,

Plaintiffs,

vs.

CITY OF LOS ANGELES,
CALIFORNIA, a California municipal
corporation; COMMUNITY
REDEVELOPMENT AGENCY OF THE

CASE NO. CV 12-
0551 SJO (PJW)

SUMMONS
ATTACHMENT

1 CITY OF LOS ANGELES, a public
 2 entity; CRA/LA DESIGNATED LOCAL
 3 AUTHORITY, a public entity and
 4 successor agency to the COMMUNITY
 5 REDEVELOPMENT AGENCY OF THE
 6 CITY OF LOS ANGELES; OVERSIGHT
 7 BOARD FOR THE CRA/LA
 8 DESIGNATED LOCAL AUTHORITY, a
 9 public entity; 105 EAST "I" STREET,
 10 L.P., a California limited partnership;
 11 12129 EL DORADO AVENUE, L.P., a
 12 California limited partnership; 4651
 13 HUNTINGTON, L.P., a California
 14 limited partnership; 505 BONNIE BRAE
 15 PARTNERS, L.P., a California limited
 16 partnership; 901 SOUTH BROADWAY
 17 STREET LIMITED PARTNERSHIP, a
 18 California limited partnership; ADAMS
 19 935, L.P., a California limited
 20 partnership; AMCAL MONTECITO
 21 FUND, L.P., a California limited
 22 partnership; AMISTAD PLAZA
 23 PARTNERS LIMITED PARTNERSHIP,
 24 a California limited partnership;
 25 ANDALUCIA SENIOR APARTMENTS,
 26 L.P., a California limited partnership;
 27 ARDMORE 959 PARTNERS, L.P., a
 28 California limited partnership;
 ASTURIAS SENIOR APARTMENTS,
 L.P., a California limited partnership;
 B S BROADWAY VILLAGE II, L.P., a
 California limited partnership;
 BEHRINGER HARVARD NOHO, LLC,
 a Delaware limited liability company;
 BUCKINGHAM SENIOR
 APARTMENTS, L.P., a California
 limited partnership; CANTABRIA
 SENIOR APARTMENTS, L.P., a
 California limited partnership;
 CARONDELET COURT PARTNERS,
 L.P., a California limited partnership;
 CENTRAL VILLAGE APARTMENTS,
 L.P., a California limited partnership;
 DECRO ORION APARTMENTS, L.P., a
 California limited partnership; DECRO
 OSBORNE APARTMENTS, L.P., a
 California limited partnership; EAST LA
 COMMUNITY CORPORATION, a
 California corporation; EASTSIDE
 VILLAGE, L.P., a California limited
 partnership; ESPERANZA
 COMMUNITY HOUSING
 CORPORATION, a California
 corporation; EUGENE HOTEL, L.P., a
 California limited partnership; FAME

1 WEST 25TH STREET, L.P., a California
 2 limited partnership; FAR EAST
 3 BUILDING, L.P., a California limited
 4 partnership; GRANDVIEW NINE, L.P.,
 5 a California limited partnership; HART
 6 VILLAGE, L.P., a California limited
 7 partnership; HEAVENLY VISION
 8 SENIOR HOUSING, L.P., a California
 9 limited partnership; HOBART HEIGHTS
 10 PARTNERS, L.P., a California limited
 11 partnership; HOOVER SENIORS, L.P., a
 12 California limited partnership; IMANI
 13 FE, LP, a California limited partnership;
 14 KOREAN FAMILY HOUSING
 15 CORPORATION, a California
 16 corporation; LAS MARGARITAS, L.P.,
 17 a California limited partnership; LOS
 18 ANGELES HOUSING PARTNERSHIP,
 19 INC., a California corporation; LOS
 20 CUATRO VIENTOS, L.P., a California
 21 limited partnership; MENLO PARK, A
 22 CALIFORNIA LIMITED
 23 PARTNERSHIP, a California limited
 24 partnership; MORGAN PLACE, L.P., a
 25 California limited partnership; NEW
 26 GENESIS APARTMENTS, L.P., a
 27 California limited partnership; NEW
 28 TIERRA DEL SOL, L.P., a California
 limited partnership; NOHO SENIOR
 VILLAS, L.P., a California limited
 partnership; OL HOPE, L.P., a
 California limited partnership; P G
 HOUSING PARTNERS, L.P., a
 California limited partnership; PALM
 VILLAGE SENIOR HOUSING CORP., a
 California corporation; PALOMAR
 APARTMENTS, L.P., a California
 limited partnership; PENNY LANE
 CENTERS, a California corporation;
 RAMPART APARTMENTS, A
 CALIFORNIA LIMITED
 PARTNERSHIP, a California limited
 partnership; REDROCK NOHO
 RESIDENTIAL, LLC, a Delaware
 limited liability company; RENATO
 APARTMENTS, L.P., a California
 limited partnership; RITTENHOUSE
 LIMITED PARTNERSHIP, a California
 limited partnership; SELMA-HUDSON
 COMMUNITY LIMITED
 PARTNERSHIP, a California limited
 partnership; SEVEN MAPLES, L.P. a
 California limited partnership;
 SHERMAN VILLAGE APARTMENTS,
 L.P., a California limited partnership;

1 SHERMAN WAY COMMUNITY
2 HOUSING, L.P., a California limited
3 partnership; STOVALL HOUSING
4 CORPORATION, a California
5 corporation; VERMONT SENIORS, a
6 California corporation; WA COURT,
7 L.P., a California limited partnership;
8 WATTS/ATHENS PRESERVATION
9 XVII, L.P., a California limited
partnership; WEST ANGELES VILLAS,
L.P., a California limited partnership;
WESTERN/CARLTON II, L.P., a
California limited partnership; and
YALE TERRACE APARTMENTS, A
CALIFORNIA LIMITED
PARTNERSHIP, a California limited
partnership

10 Defendants.

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28