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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

JESSE ROBIDOUX; REGINA
ROBIDOUX; RANDALL REICHENBERG
JR. and JESSE J. ROBIDOUX JR., minors,
by and through their GUARDIAN AD
LITEM, REGINA ROBIDOUX; SHAUN
JOHNSON; LORENA LINGENFELTER;
HANNAH BURK and MICHAEL BURK,
minors, by and through their GUARDIAN
AD LITEM, LORENA LINGENFELTER,
individuals,

Plaintiffs,

v.

WACKER FAMILY TRUST; WAYNE
WACKER, EILEEN WACKER, and
CHRISTINE WACKER, individually and
doing business as VILLA SERRANO
APARTMENTS; BRIAN ROSENGREN,

Defendants.

No.

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

I.

INTRODUCTION

1. This action seeks monetary, declaratory, and injunctive relief against defendants for discriminating against families with children in the operation of the Villa Serrano Apartments based on familial status and for coercing, intimidating, threatening, retaliating, or interfering with plaintiffs in the exercise or enjoyment of, or on account of their having exercised or enjoyed, or on account of their having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act and/or the Fair Employment and Housing Act in violation of the Fair Housing Act of 1968, as amended, 42 U.S.C. §§3601 *et seq.*, and related federal and state laws.

II.

JURISDICTION AND VENUE

2. Jurisdiction is conferred upon this Court pursuant to 28 U.S.C. §1331 in that the claims alleged herein arise under the laws of the United States. This Court has supplemental jurisdiction pursuant to 28 U.S.C. §1367 to hear and determine Plaintiffs' state law claims because those claims are related to Plaintiffs' federal law claims and arise out of a common nucleus of related facts. Plaintiffs' state law claims are related to Plaintiffs' federal law claims such that those claims form part of the same case or controversy under Article III of the United States Constitution.

3. Venue is proper in that the claims alleged herein arose within the City of Carmichael, Sacramento County, California.

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III.

PARTIES

4. Plaintiffs Jesse Robidoux and Regina Robidoux, reside with their minor children, plaintiffs Randall Reichenberg Jr. and Jesse J. Robidoux Jr., in Carmichael, California. Plaintiffs Randall Reichenberg Jr. and Jesse J. Robidoux Jr. are represented herein by their natural mother, Regina Robidoux.

5. Plaintiff Shaun Johnson resides in Carmichael, California, and has a mental impairment which substantially limits one or more of her major life activities.

6. Plaintiff Lorena Lingenfelter resides with her minor children, Hannah Burk and Michael Burk, in Sacramento, California. Plaintiffs Hannah Burk and Michael Burk are represented herein by their natural mother, Lorena Lingenfelter. Plaintiff Lorena Lingenfelter has physical and mental impairments which substantially limit one or more of her major life activities.

7. Plaintiffs bring this action on behalf of themselves pursuant to the California Unfair Business Practices Act, California Business & Professions Code Sec. 17204.

8. Defendants Wacker Family Trust, Eileen Wacker, and Wayne Wacker were at all relevant times the owners and operators of the Villa Serrano Apartments. The Villa Serrano Apartments is an apartment complex comprised of approximately 44 units located at 5241 Marconi Ave., Carmichael, California (the "Villa Serrano Apartments").

9. Defendants Eileen Wacker, Wayne Wacker, Christine Wacker, and Brian Rosengren reside in the City of Marysville, Sacramento County, California.

1 10. During Defendants Eileen Wacker and Wayne Wacker's ownership, the Villa
2 Serrano Apartments were engaged in the business of renting units at the Villa Serrano Apartments to
3 members of the public. Defendants Eileen Wacker and Wayne Wacker advertised the Villa Serrano
4 Apartments as available for rent by members of the public. Defendants Eileen Wacker and Wayne
5 Wacker employed on-site managers to assist in the operation of the Villa Serrano Apartments.

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7 11. Each defendant is sued herein individually and as doing business as the Villa
8 Serrano Apartments.

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10 12. Defendant Christine Wacker is, and at all times herein relevant was, one of the
11 resident property managers of the Villa Serrano Apartments and the agent, employee, or representative
12 of Defendants Wayne Wacker and Eileen Wacker; in doing the acts or in omitting to act as alleged in
13 this complaint, was acting within the course and scope of her actual or apparent authority pursuant to
14 such agency or employment; or the alleged acts or omissions of her as agent or employee was
15 subsequently ratified and adopted by Defendants Wayne Wacker and Eileen Wacker as principals.

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17 13. From December 2004 through September 2005, Plaintiff Shaun Johnson was a
18 part-time, resident property manager of the Villa Serrano Apartments and the agent, employee, or
19 representative of Defendants Wayne Wacker and Eileen Wacker; in doing the acts or in omitting to act
20 as alleged in this complaint, was acting within the course and scope of her actual or apparent authority
21 pursuant to such agency or employment; or the alleged acts or omissions of her as agent or employee
22 were subsequently ratified and adopted by Defendants Wayne Wacker and Eileen Wacker as principals.

23
24 14. From September 2005, Paul Doe was a part-time resident property manager
25 of the Villa Serrano Apartments and the agent, employee, or representative of Defendants Wayne
26 Wacker and Eileen Wacker; in doing the acts or in omitting to act as alleged in this complaint, was
27 acting within the course and scope of his actual or apparent authority pursuant to such agency or
28 employment; or the alleged acts or omissions of his as agent or employee was subsequently ratified and

1 adopted by Defendants Wayne Wacker and Eileen Wacker as principals.
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3 15. Each defendant is, and at all times herein relevant was, the agent, employee, or
4 representative of each other defendant, in doing the acts or in omitting to act as alleged in this
5 compliant, was acting within the course and scope of his or her actual or apparent authority pursuant to
6 such agency; or the alleged acts or omissions of each defendant as agent were subsequently ratified and
7 adopted by each defendant as principal.
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9 **IV.**
10 **FACTS**
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12 16. Defendants Wayne Wacker and Eileen Wacker, acting individually and in
13 concert with others, directly and through agents, engaged in a pattern or practice of discrimination
14 against families with children, including Plaintiffs, on account of familial status in the operation of the
15 Villa Serrano Apartments.
16

17 17. Defendants Wayne Wacker and Eileen Wacker ordered their onsite managers to
18 locate tenants with children to live in the downstairs units of the complex if there were units available
19 both upstairs and downstairs. If there was only an upstairs unit vacant and a family with children
20 applied for the unit, then the onsite manager was not permitted to rent the unit to the family with
21 children without first informing defendants of the fact that a family with children had applied.
22 Defendants would then decide whether or not to rent to the family with children.
23

24 18. During the term of their ownership of the Villa Serrano Apartments, defendants
25 asked prospective tenants, including Plaintiff Lorena Lingenfelter, whether they had children, and, if
26 so, the ages of their children.
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1 19. Defendants, furthermore, subjected families with children to different treatment
2 from adult-only households. To wit, one tenant's minor son was physically attacked by an adult tenant.
3 Thereafter, defendants evicted the family with children, but permitted the adult tenant to remain a
4 tenant. When the tenant complained about the unlawful treatment, Defendant Eileen Wacker retorted:
5 "There's nothing to talk about."

6
7 20. Defendants Eileen Wacker and Wayne Wacker, at all relevant times, were aware
8 of Plaintiff Shaun Johnson and Lorena Lingenfelter's respective mental impairments and Lorena
9 Lingenfelter's physical impairment.

10
11 21. On or about November 15, 2003, Plaintiffs Jesse Robidoux and Regina
12 Robidoux (formerly known as Regina Reichenberg) entered into a lease with Defendants Wayne
13 Wacker and Eileen Wacker for 5241 Marconi Ave., #11, Carmichael, CA 95608. The lease was
14 executed by Defendant Christine Wacker.

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16 22. In or around December 2004, defendants posted a notice in the laundry facilities
17 at the Villa Serrano Apartments that stated that children were no longer permitted to play outside at the
18 complex.

19
20 23. On or about March 9, 2005, Plaintiff Randall Reichenberg Jr. ("Randy") was
21 riding his bicycle at the Villa Serrano Apartments and one of his friends was playfully chasing him.
22 Plaintiff Regina Robidoux was watching her son from inside her apartment. When Randy's friend
23 finally caught him, Randy yelled with excitement. Defendant Wayne Wacker immediately came
24 outside and told Randy not to yell. Mr. Wacker then went back indoors. The children continued to
25 play and when Mr. Wacker subsequently heard the children laughing, he came back outside and
26 pointed his finger at each child who was playing and stated, "You go home! You go home! You go
27 home!" Mrs. Robidoux thus came outdoors and told Mr. Wacker that Randy was not going to go
28 inside, for he had every right to be outside. Mr. Wacker then claimed that Randy was screaming. Mrs.

1 Robidoux informed Mr. Wacker that she had been watching the children from inside her apartment and
2 that Randy had not yelled a second time. Mrs. Robidoux then told Mr. Wacker that she would instruct
3 her son not to yell. Mr. Wacker, clearly upset at Mrs. Robidoux's actions, angrily replied, "I'm going
4 to evict you. I'm going to give you a 30-Day Notice, just you watch!" Mr. Wacker then left.
5

6 24. On or about March 10, 2005, Mrs. Robidoux called the Department of Fair
7 Employment and Housing ("DFEH") to complain about the prior day's incident involving Mr. Wacker.
8 Mrs. Robidoux left a message for DFEH to call her. Thereafter, Mrs. Robidoux went into the office at
9 the Villa Serrano Apartments and spoke with Defendant Eileen Wacker about the prior day's incident
10 involving Mr. Wacker. After telling her what had happened, Mrs. Wacker told Mrs. Robidoux, "I'm so
11 sorry. I don't know what's wrong with my husband, he's been acting weird lately. You are not going
12 to be evicted. Your tenancy here is in no jeopardy. He was completely out of line. I do apologize."
13 Mrs. Robidoux thanked her for the apology and left. When Mrs. Robidoux returned home, DFEH had
14 left her a message. In light of Mrs. Wacker's apology, Mrs. Robidoux elected not to go forward with a
15 complaint to DFEH.
16

17 25. On and after March 11, 2005, however, and continuing through on or about
18 August 6, 2005, Randy was told on multiple occasions by Defendants that he could not be outside
19 playing. On one occasion, Randy told his mother that "the lady told me to come inside." In response,
20 Mrs. Robidoux told Randy that he could play, for she was his mom, and if the lady told him again to
21 have the lady come speak to her. "No mommy, she scares me because she just watches me."
22

23 26. On and after March 11, 2005, Randy started to refuse to go outside and play and
24 on several occasions stated, "I don't want to [go outside and play]; they are going to tell me to come
25 inside."
26

27 27. On or about May 25, 2005, Defendants gave all tenants a notice that declared:
28 "**Effective immediately, all children** under 18 must be accompanied by a parent or **responsible** adult

1 when playing on property.” The notice further declared: “Violation to these [sic] rule will result in
2 warning notices and if the issue is not resolved after two warnings you will be given notice to terminate
3 your lease.”
4

5 28. On or about June 2, 2005, Plaintiff Regina Robidoux went to the onsite manager
6 to tell her that summer was coming, her son would be getting out of school soon, and that she felt that
7 he should be able to ride his bike at the property as he had always been able to previously. “That’s
8 what the park is for,” responded the onsite manger, “and you need to take him to the park to do that.”
9 Mrs. Robidoux responded, “I’m not going to take him to a park when he’s able to ride here.” Mrs.
10 Robidoux had just had a baby and did not want to take the newborn into the Summer heat. “Then you
11 need to find another place to live,” replied the onsite manager. Mrs. Robidoux then informed the
12 onsite manager that she had been in contact with DFEH and a lawyer and they had told her that the rule
13 was unlawful. The onsite manager informed Mrs. Robidoux that Mrs. Wacker already had spoken with
14 a lawyer who informed her that the rule was lawful. When Mrs. Wacker was informed that Mrs.
15 Robidoux had contacted DFEH, Mrs. Wacker informed the onsite, resident manager, “She’s out of
16 here. I’m putting her on notice.”
17

18 29. On or about June 6, 2005, Randy was outside riding his bicycle and Mrs.
19 Wacker asked him, “Is your mom out here?” Mrs. Robidoux, who was outside, waved at her to let her
20 know that she was present. Mrs. Wacker then walked over to Mrs. Robidoux and discussed the
21 conversation that Mrs. Robidoux had had with the onsite manager on or about June 2, 2005. Mrs.
22 Wacker and Mrs. Robidoux disagreed over the legality of the new rule prohibiting bicycle riding. Mrs.
23 Wacker went on to say that the new rule had resulted from another child’s behavior and that it had been
24 implemented for safety’s sake. Before leaving, Mrs. Wacker stated, “If more than two bikes are being
25 ridden at one time they can’t ride bikes.”
26

27 30. On June 7, 2005, Defendants served upon Plaintiffs Jesse Robidoux and Regina
28 Robidoux a Sixty Day Notice of Termination of Tenancy.

1 31. On or about July 20, 2005, Plaintiff Lorena Lingenfelter entered into a lease with
2 Defendants Wayne Wacker and Eileen Wacker for 5241 Marconi Ave., #22, Carmichael, CA 95608.
3 At or around the time that Ms. Lingenfelter entered into the lease, she made Defendants Wayne
4 Wacker and Eileen Wacker aware of the fact that she had voluntarily sought the assistance of the
5 Dependency Court and Child Protective Services in hopes of obtaining full custody of her children.
6

7 32. In or around July 2005, defendants sent out a notice to the tenants at the complex
8 stating that children were no longer permitted to play in the parking lot area. The parking lot area
9 comprises the majority of the common area of the complex and was used by children for riding
10 bicycles, playing with balls, among other things. Plaintiff Regina Robidoux, whose son was affected
11 by the rule, thereafter approached the onsite manager and complained that the rule violated applicable
12 fair housing laws and that she was going to contact the Department of Fair Employment and Housing.
13 “Do what you have to do, but you still have to take your kids to the park if they want to play,” the
14 onsite manger replied.
15

16 33. On or about July 21, 2005, Defendants gave all tenants a notice that declared,
17 viz: “**All children** under 18 must be accompanied by a parent or **responsible** adult when playing on
18 property.” The notice further declared: “Violation to these rules will result in warning notices and if
19 the issue is not resolved after two warnings you will be given notice to terminate your lease.”
20

21 34. Defendants forbid children at the Villa Serrano Apartments from playing in front
22 of their apartments in the common areas. The common areas are comprised of grass and sidewalks.
23 Children were repeatedly told by Defendant Eileen Wacker: “Shut up and get in your house!”
24

25 35. The resident managers of the Villa Serrano Apartments treated families with
26 children differently from adults-only households. For starters, the resident managers were rude toward
27 children, whereas they did not treat adults rudely. Next, adults were permitted to be in the common
28 areas, and do such things as smoke cigarettes, but children were forbidden from being in the common

1 areas and were yelled at by the resident managers whenever children were found in the common areas.

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3 36. In September 2005, Plaintiff Shaun Johnson ceased working as a part-time,
4 onsite manager of the Villa Serrano Apartments.

5
6 37. In or around October 4, 2005, plaintiffs' lawyer sent a letter to the tenants at the
7 Villa Serrano Apartments asking them to contact him if they had any knowledge of housing
8 discrimination. After the letters arrived at the complex, Defendant Eileen Wacker went door-to-door
9 requesting that the tenants turn over the letters to her. Defendant Eileen Wacker was able to collect a
10 stack of letters from the tenants. Plaintiff Lorena Lingenfelter refused to turn over her letter to
11 Defendant Eileen Wacker.

12
13 38. In or around October 2005, Plaintiff Lorena Lingenfelter was quietly listening to
14 music on her laptop computer inside of her apartment when Defendant Eileen Wacker came to her door
15 and told her: "Turn down your music, and turn down the baby!" It was around 5 p.m.

16
17 39. In or around October 2005, Defendant Eileen Wacker stated to Plaintiff Lorena
18 Lingenfelter "I know you leave [your child] in the walker 24/7."

19
20 40. In or around November 2005, Plaintiff Shaun Johnson made Plaintiff Lorena
21 Lingenfelter aware of her rights under the fair housing laws. Defendants, shortly thereafter, became
22 aware of this fact.

23
24 41. On or about November 1, 2005, Defendant Eileen Wacker gave Plaintiff Lorena
25 Lingenfelter a notice, which stated, among other things: "If your guest ever speak to me in the manner
26 as the one today, you will be on notice to move." The notice continued, "If you don't like the rules feel
27 free to give me your 30 day notice to move any time." In short, the father of Ms. Lingenfelter's
28 children, Mike Burk, had come to visit their children on or about November 1, 2005, and he had asked

1 Defendant Eileen Wacker to stop harassing his family. During their conversation Defendant Eileen
2 Wacker told Mr. Burk that he was not allowed to park on the premises. Mr. Burk informed Defendant
3 Eileen Wacker that he would not be able to see his children if that were the case, for he is disabled and
4 unable to walk that far. Defendant Eileen Wacker coldly responded, "That's your problem; I don't
5 care." At the time that Defendant Eileen Wacker gave the notice to Ms. Lingenfelter, she stated to Ms.
6 Lingenfelter, "If you don't like the rules, then move out."

7
8 42. On or about November 2, 2005, Defendant Eileen Wacker sat in her van
9 outside of Plaintiff Lorena Lingenfelter's apartment and peered in at Plaintiff Lorena Lingenfelter.
10 Defendant Eileen Wacker then got out of her van and mockingly stated to Plaintiff Lorena
11 Lingenfelter: "You're crazy. The only disability you have is mental!" It was around 6:30-7 p.m.
12 Around 8 p.m., Defendant Eileen Wacker called the police on Plaintiff Lorena Lingenfelter falsely
13 reporting that Ms. Lingenfelter had left her children alone. Later that evening, Defendant Eileen
14 Wacker told Plaintiff Lorena Lingenfelter to "silence your baby," for Ms. Lingenfelter's baby was
15 crying.

16
17 43. On or about November 3, 2005, an anonymous handwritten note was left in
18 Plaintiff Lorena Lingenfelter's path, which stated, "Look up & smile for the camera! Watch what your
19 [*sic*] doing because there's more than one."

20
21 44. On or about November 4, 2005, Defendant Eileen Wacker was parked in the
22 Villa Serrano Apartments parking lot when Plaintiff Lorena Lingenfelter arrived home. As Ms.
23 Lingenfelter began to get out of her car, Defendant Eileen Wacker began revving her engine and
24 threatened to run over Ms. Lingenfelter. Defendant Eileen Wacker then caused her vehicle to lurch
25 forward toward Ms. Lingenfelter.

26
27 45. On November 5, 2005, Defendants called Express Towing and falsely reported
28 that Plaintiff Lorena Lingenfelter's car was illegally parked at the Villa Serrano Apartments. As such,

1 Express Towing sent a tow truck to the Villa Serrano Apartments and hooked up Ms. Lingenfelter's car
2 and were about to tow it away when Ms. Lingenfelter was awakened by a neighbor and looked out her
3 window. It was around 2 a.m. When Ms. Lingenfelter saw the tow truck driver trying to tow her car,
4 she ran outside to ask what he was doing. The tow truck driver informed her that he had been told by
5 Defendants that the car was illegally parked. Ms. Lingenfelter proved to the tow truck driver that she
6 was a resident of the complex, but the tow truck driver refused to release her car until she paid a \$75
7 drop fee. Ms. Lingenfelter paid the \$75 and her car was dropped.

8
9 46. On November 23, 2005, Defendants put a notice on Plaintiff Lorena
10 Lingenfelter's car claiming that "This is tenant parking only," and notifying her that her failure to
11 comply "could result in having your vehicle towed or booted."

12
13 47. On or about December 1, 2005, Defendants refused to accept Plaintiff Lorena
14 Lingenfelter's timely payment of rent, stating, "We are not accepting rent from *you*." Consequently,
15 Plaintiff Shaun Johnson accompanied Plaintiff Lorena Lingenfelter to the onsite, manager's office.
16 The onsite manager, Paul, still refused to accept Ms. Lingenfelter's rent, closed the office door in their
17 faces, and then proceeded to telephone Defendants Eileen Wacker and Wayne Wacker. One hour later,
18 Defendants placed a Thirty Day Notice of Termination on Ms. Lingenfelter's door.

19
20 48. On or after December 2, 2005, Defendant Eileen Wacker threatened to steal
21 Plaintiff Lorena Lingenfelter's Teacup Pomeranian. Thereafter, on December 26, 2005, Ms.
22 Lingenfelter's Teacup Pomeranian was stolen. The following day, December 27, 2005, Defendants
23 Eileen Wacker and Wayne Wacker left Defendant Christine Wacker's residence at the Villa Serrano
24 Apartments with a dog cage. Thereafter, Defendant Wayne Wacker was shocked to see Plaintiff
25 Lorena Lingenfelter coming to the onsite office, as such, he refused to answer the door.

26
27 49. On or about December 28, 2005, Defendants placed another Thirty Day Notice
28 of Termination on Ms. Lingenfelter's door.

1 50. On or about January 4, 2006, Defendants Christine Wacker and Brian
2 Rosengren parked immediately outside of Plaintiff Lorena Lingenfelter's apartment and intentionally
3 triggered their car alarm on approximately ten separate occasions. When Defendants Christine Wacker
4 and Brian Rosengren finally left, Plaintiff Lorena Lingenfelter went out to her car. Within a very short
5 time, Defendants Christine Wacker and Brian Rosengren arrived back at the Villa Serrano Apartments
6 and intentionally parked immediately adjacent to Ms. Lingenfelter's car, so that she was pinned inside
7 of her car and could not get out. When Ms. Lingenfelter tried to get out of her car, she bumped
8 Defendant Brian Rosengren's mirror. Whereupon, Defendant Christine Wacker yelled, "Brian, she hit
9 the car!" Defendants Christine Wacker and Brian Rosengren proceeded to hop out of their vehicle and
10 began kicking and hitting Ms. Lingenfelter's vehicle. Defendant Brian Rosengren then stated to Ms.
11 Lingenfelter, "Don't think you're going to get out. You are not going anywhere." Ms. Lingenfelter
12 nevertheless attempted to get out of the car and when she was able to she was angry and jumped on
13 Defendant Brian Rosengren's vehicle. Defendant Brian Rosengren then pulled Ms. Lingenfelter off of
14 his vehicle and threw her to the ground.

15
16 51. In or around January 2006, Defendant Christine Wacker sat in her car
17 immediately outside of Plaintiff Lorena Lingenfelter's apartment and repeatedly revved her engine and
18 flashed her lights into Ms. Lingenfelter's apartment. Ms. Lingenfelter's daughter, Hannah Burk, who
19 was two years old at the time was so frightened by Defendant Christine Wacker's actions that she
20 asked her mom, "Are they going to drive into our window?"

21
22 52. On January 14, 2006, Plaintiff Lorena Lingenfelter's automobile was vandalized
23 while it was parked at the Villa Serrano Apartments.

24
25 53. On January 23, 2006, Defendant Eileen Wacker sent a letter to Plaintiff Lorena
26 Lingenfelter denying her request that Defendants spray her apartment for fleas. Ms. Lingenfelter's
27 children were being bitten by fleas. Although Defendants paid for Terminex to spray for fleas in other
28 apartments, Defendants refused to spray Ms. Lingenfelter's apartment. Thereafter, Ms. Lingenfelter

1 talked to Defendant Wayne Wacker about the denial and he said, "Why don't you just move?" In
2 response, Ms. Lingenfelter stated, "Don't you think we have the right to live in a place without fleas?"
3 "Just move," Defendant Wayne Wacker retorted.

4
5 54. During Plaintiff Lorena Lingenfelter's residency at the Villa Serrano
6 Apartments, Defendant Eileen Wacker verbally threatened Ms. Lingenfelter to "see you and your
7 children homeless" if she did not obey Mrs. Wacker. Defendant Eileen Wacker further told Ms.
8 Lingenfelter, "I'll ruin you. You will be homeless!"

9
10 55. During Plaintiff Lorena Lingenfelter's residency at the Villa Serrano
11 Apartments, Defendant Eileen Wacker embarrassed and humiliated Ms. Lingenfelter by publicly and
12 loudly discussing Ms. Lingenfelter's physical and mental disabilities.

13
14 56. In or around December 2005, Defendant Eileen Wacker told tenants at the
15 complex on several occasions that Plaintiff Shaun Johnson was "crazy," "unsafe to be around," "on
16 something," and "on drugs." On another occasion, in or around December 2005, Defendant Eileen
17 Wacker told a tenant that Plaintiff Shaun Johnson was "crazy and makes things up in her head."

18
19 57. On or about December 21, 2005, Defendant Eileen Wacker telephoned Plaintiff
20 Shaun Johnson at or around 11 p.m. and falsely claimed that she was being too loud. During the
21 conversation, Mrs. Wacker told Ms. Johnson that she had to crate her dog, which is smaller than a cat
22 and was given to Ms. Johnson by Mrs. Wacker, or else she would be given a 30-Day Notice to
23 Terminate her Tenancy.

24
25 58. On or about January 12, 2006, Plaintiff Shaun Johnson sent a letter to Defendant
26 Eileen Wacker complaining that Defendants were violating her rights under Civil Code §3304. Shortly
27 thereafter, Defendants served upon Ms. Johnson a Ninety Day Notice to Terminate her Tenancy.

1 59. On or about January 22, 2006, Plaintiff Shaun Johnson filed a complaint with
2 the Human Rights/Fair Housing Commission of the City and County of Sacramento.

3
4 60. On or about January 23, 2006, Defendants became aware that Plaintiff Shaun
5 Johnson filed a complaint with Human Rights/Fair Housing Commission of the City and County of
6 Sacramento.

7
8 61. On or about January 23, 2006, Defendants caused to be served on Plaintiff
9 Shaun Johnson a Ninety Day Notice of Termination of Tenancy and a Warning Notice, which stated,
10 among other things, "Please stop harassing other tenants trying to pull them into some kind of
11 Harassment Suite [*sic*], they've made it clear they are happy and don't want to be harassed by you and
12 they surely don't want your phone number so leave the rest of them alone. All you're doing is giving
13 me cause to put you out a lot sooner than the 90 days. **BE ADVISED** that the above-described conduct
14 can henceforth constitute a basis for termination of occupancy."

15
16 62. In or around January 2005, Defendants placed three surveillance cameras at the
17 Villa Serrano Apartments and pointed them in the direction of Plaintiff Shaun Johnson's apartment.

18
19 63. In or around February 2006, Defendant Eileen Wacker told Matthew Johnson, a
20 tenant at the Villa Serrano Apartments, that Plaintiff Shaun Johnson was "on drugs and crazy."

21
22 64. On or about February 8, 2006, Defendant Eileen Wacker served a bogus
23 Warning Notice on Plaintiff Shaun Johnson claiming, *viz*, that her dog was barking excessively.

24
25 65. On or about January 13, 2006, the onsite manager, Paul, placed a large worm on
26 Plaintiff Shaun Johnson's doorstep. Consequently, Ms. Johnson telephoned Defendant Eileen Wacker
27 and asked her to remove the worm from her doorstep. Shortly thereafter, during a conversation with
28 the onsite manager, Paul, Ms. Johnson informed him that she knew that he had placed the worm on her

1 doorstep. "How did you know?" he surprisingly responded. When another tenant later inquired of the
2 onsite manager, Paul, about the matter, he denied having placed the worm on Ms. Johnson's doorstep
3 and stated, "We think it is all in her head."

4
5 66. On or about December 1, 2005, Defendant Eileen Wacker screamed obscenities
6 at
7 Plaintiff Shaun Johnson and called her, among other things, "psycho."

8
9 **V.**
10 **INJURIES**

11
12 67. By reason of defendants' unlawful acts and practices, plaintiffs have suffered
13 loss of important housing opportunities, violation of their civil rights, deprivation of the full use and
14 enjoyment of their tenancy, wrongful eviction, and severe emotional distress and physical injury,
15 humiliation and mental anguish, including bodily injury such as stomach aches; head aches; sleep loss
16 and sleeping too much; appetite loss, feelings of depression, discouragement, anger, and nervousness;
17 and reliving the experience; and other special and general damages according to proof. Accordingly,
18 plaintiffs are entitled to compensatory damages.

19
20 68. In doing the acts of which plaintiffs complain, defendants and their agents and
21 employees intentionally or recklessly violated plaintiffs' civil rights. Accordingly, all plaintiffs are
22 entitled to punitive damages.

23
24 69. There now exists an actual controversy between the parties regarding defendants'
25 duties under the federal and state fair housing laws. Accordingly, all plaintiffs are entitled to
26 declaratory relief.

1 70. Unless enjoined, defendants will continue to engage in the unlawful acts and the
2 pattern or practice of discrimination described above.

3
4 **VI.**

5 **FIRST CLAIM**

6 **(Fair Housing Act)**

7 **(Against Wacker Family Trust, Wayne Wacker, Eileen Wacker, and Christine Wacker,**
8 **individually and doing business as Villa Serrano Apartments)**

9
10 71. Plaintiffs reallege and incorporate by reference paragraphs 1 through 70 of the
11 complaint herein.

12
13 72. Defendants have injured plaintiffs in violation of the federal Fair Housing Act by
14 committing the following discriminatory housing practices:

15 A. Discriminating in the terms, conditions, and privileges of the rental of a dwelling
16 because of familial status and/or a handicap, or in the provision of services or facilities in connection
17 therewith, because of familial status and/or a handicap in violation of 42 U.S.C. §3604(b) and/or 42
18 U.S.C. §3604(f)(2);

19 B. Making, printing, or publishing notices, statements, or advertisements, with
20 respect to the rental of a dwelling that indicates a preference, limitation, or discrimination based on
21 familial status and/or disability, or an intention to make any such preference, limitation, or
22 discrimination in violation of 42 U.S.C. §3604(c);

23 C. Coercing, intimidating, threatening, retaliating, or interfering with persons in
24 their exercise or enjoyment of, or on account of their having exercised or enjoyed, or on account of
25 their having aided or encouraged any other person in the exercise or enjoyment of, any right granted by
26 or protected by the Fair Housing Act in violation of 42 U.S.C. §3617.

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SECOND CLAIM

(California Fair Employment and Housing Act)

**(Against Wacker Family Trust, Wayne Wacker, Eileen Wacker, and Christine Wacker,
individually and doing business as Villa Serrano Apartments)**

73. Plaintiffs reallege and incorporate by reference paragraphs 1 through 72 of the complaint herein.

74. Defendants have injured plaintiffs in violation of the California Fair Employment and Housing Act by committing the following discriminatory housing practices:

A. Discriminating in the terms, conditions, and privileges of the rental of a dwelling because of familial status and/or disability in violation of California Government Code §§12955(a) and (d);

B. Making, or causing to be made, any written or oral inquiry concerning the familial status of any person seeking to rent or lease any housing accommodation in violation of California Government Code §12955(b);

C. Making, printing, or publishing notices, statements, or advertisements, with respect to the rental of a dwelling that indicates a preference, limitation, or discrimination based on familial status and/or disability, or an intention to make any such preference, limitation, or discrimination in violation of California Government Code §12955(c);

D. Expressing a preference for or limitation on a renter because of familial status and/or disability in violation of California Government Code §12955(d);

E. Harassing, evicting, or otherwise discriminating against any person in the rental of housing accommodations where the dominant purpose is retaliation against a person who, among other things, has opposed practices unlawful under the Fair Employment and Housing Act, in violation of California Government Code §12955(f);

F. Aiding, abetting, inciting, compelling, or coercing the doing of any of the acts declared unlawful in the Fair Employment and Housing Act, in violation of California Government

1 Code §12955(g); and

2 G. Coercing, threatening, intimidating, or interfering with persons in their
3 enjoyment of, or on account of that person having exercised or enjoyed, or on account of that person
4 having aided or encouraged any other person in the exercise or enjoyment of, any right granted or
5 protected by California Government Code §12955 or 12955.1 in violation of California Government
6 Code §12955.7.

7
8 **THIRD CLAIM**

9 **(California Unruh Civil Rights Act)**

10 **(Against Wacker Family Trust, Wayne Wacker, and Eileen Wacker, individually and doing**
11 **business as Villa Serrano Apartments)**

12
13 75. Plaintiffs reallege and incorporate by reference paragraphs 1 through 74 of the
14 complaint herein.

15
16 76. Defendants injured the plaintiffs in violation of the Unruh Civil Rights Act,
17 California Civil Code §51 *et seq.* by discriminating against them and families with children in the
18 operation of the Villa Serrano Apartments, a business establishment, because of familial status and/or
19 disability.

20
21 77. Pursuant to the Unruh Civil Rights Act, plaintiffs are entitled to statutory
22 damages, among other remedies, of up to three times their actual damages as determined by the trier of
23 fact, but no less than \$4,000.00 for each violation by each defendants.

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FOURTH CLAIM

(Unfair Business Practices)

(Against Wacker Family Trust, Wayne Wacker, and Eileen Wacker, individually and doing business as Villa Serrano Apartments)

78. Plaintiffs reallege and incorporate by reference paragraphs 1 through 77 of the complaint herein.

79. In acting as herein alleged, defendants have engaged in a pattern or practice of unlawful discrimination in the operation of the Villa Serrano Apartments, a business establishment, and therefore have engaged in acts of unfair competition as the same is defined in California Business & Professions Code §17204.

FIFTH CLAIM

(Negligence)

(As Against Defendants Wacker Family Trust, Wayne Wacker, and Eileen Wacker, individually and doing business as Villa Serrano Apartments)

80. Plaintiffs reallege and incorporate by reference paragraphs 1 through 79 of the complaint herein.

81. Defendants owed plaintiffs a duty to operate the Villa Serrano Apartments in a manner that was free from unlawful discrimination, and to hire, train, supervise, and discipline their employees and themselves to fulfill that duty. Defendants negligently violated that duty by discriminating against families with children on account of their familial status. Defendants' violation of that duty was the result of negligence, including, but not limited to:

A. Defendants' negligent failure to hire persons who were familiar with the requirements of state and federal fair housing laws;

1 B. Defendants' negligent failure to train their employees and themselves regarding
2 the requirements of state and federal fair housing laws;

3 C. Defendants' negligent failure to supervise their employees regarding compliance
4 with the requirements of state and federal fair housing laws; and

5 D. Defendants' negligent failure to discipline or terminate employees who failed to
6 comply with the requirements of state and federal fair housing laws.

7
8 82. As a legal result of defendants' negligent conduct, the plaintiffs have suffered
9 loss of an important housing opportunity, violation of their civil rights, deprivation of the full use and
10 enjoyment of their tenancy, invasion of the private right of occupancy, wrongful eviction, and bodily
11 injury, including severe humiliation, physical and emotional distress.

12
13 **SIXTH CLAIM**

14 **(Negligence)**

15 **(Against Defendants Christine Wacker and Brian Rosengren)**

16
17 83. Plaintiffs reallege and incorporate by reference paragraphs 1 through 82 of the
18 complaint herein.

19
20 84. Defendants Christine Wacker and Brian Rosengren were negligent and their
21 negligence was the proximate cause of injuries and damages to Plaintiff Lorena Lingenfelter, including,
22 but not limited to, over \$3,000 of damages to Ms. Lingenfelter's automobile.
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SEVENTH CLAIM

(Assault)

(Against Defendants Christine Wacker and Brian Rosengren)

85. Plaintiffs reallege and incorporate by reference paragraphs 1 through 84 of the complaint herein.

86. Defendants Christine Wacker and Brian Rosengren acted, intending to cause harmful or offensive contact to Plaintiff Lorena Lingenfelter;

87. Plaintiff Lorena Lingenfelter reasonably believed that she was about to be touched in a harmful or an offensive manner;

88. Plaintiff Lorena Lingenfelter did not consent to Defendants Christine Wacker and Brian Rosengren's conduct;

89. Plaintiff Lorena Lingenfelter was harmed;

90. Defendants Christine Wacker and Brian Rosengren's conduct was a substantial factor in causing Plaintiff Lorena Lingenfelter's harm.

EIGHTH CLAIM

(Battery)

(As Against Defendants Christine Wacker and Brian Rosengren)

91. Plaintiffs reallege and incorporate by reference paragraphs 1 through 90 of the complaint herein.

92. On or about January 4, 2006, Defendants Christine Wacker and Brian Rosengren intentionally did an act which resulted in a harmful or offensive contact with Plaintiff Lorena Lingenfelter's person;

93. Plaintiff Lorena Lingenfelter did not consent to the contact;

94. The harmful or offensive contact caused injury, damage, loss or harm to the Plaintiff Lorena Lingenfelter.

NINTH CLAIM

(Intentional Infliction of Emotional Distress)

(Against Defendants Christine Wacker and Brian Rosengren)

95. Plaintiffs reallege and incorporate by reference paragraphs 1 through 94 of the complaint herein.

96. Defendants Christine Wacker and Brian Rosengren engaged in extreme and outrageous conduct with the intent of causing, or with reckless disregard of the probability of causing,

1 emotional distress.

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3 97. Plaintiff Lorena Lingenfelter suffered severe or extreme emotional distress,
4 which was proximately caused by the actions of defendants Christine Wacker and Brian Rosengren.
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7 **VII.**

8 **PRAYER FOR RELIEF**

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10 WHEREFORE, plaintiffs pray for entry of judgment against defendants that:
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- 12
13 1. Awards compensatory and punitive damages according to proof;
14 2. Declares that defendants have violated the provisions of the applicable federal and state
15 fair housing laws;
16 3. Enjoins all unlawful practices complained about herein and imposes affirmative
17 injunctive relief requiring defendants, their partners, agents, employees, assignees, and all persons
18 acting in concert or participating with them, to take affirmative action to provide equal housing
19 opportunities to all tenants and prospective tenants regardless of familial status;
20 4. Awards up to three times the amount of actual damages for each individual plaintiff
21 against each defendant pursuant to the Unruh Civil Rights Act, but no less than \$4,000.00 for each
22 violation by each defendant;
23 5. Awards pre-judgment interest and post-judgment interest as provided for by law;
24 6. Awards costs of suit herein incurred, including reasonable attorneys' fees; and
25 7. Awards all such other and further relief as the court may deem proper.
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27
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1 Dated: October 23, 2006

LAW OFFICES OF
STUART E. FAGAN

2
3
4 By: /s/ Stuart E. Fagan
5 Stuart E. Fagan
6 Attorneys for Plaintiffs

7 **VIII.**

8 **JURY DEMAND**

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10 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, plaintiffs hereby request a
11 trial by jury.
12
13

14 Dated: October 23, 2006

LAW OFFICES OF
STUART E. FAGAN

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16
17 By: /s/ Stuart E. Fagan
18 Stuart E. Fagan
19 Attorneys for Plaintiffs
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