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13 **UNITED STATES DISTRICT COURT**  
14 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

15 **ESVIN CALDERON; IRMA CALDERON;**  
16 **JC, EC, and LC, minors, by and )**  
**through their Guardian Ad Litem, )**  
17 **ESVIN CALDERON; SALI ALVAREZ;**  
**ML, minor, by and through her )**  
18 **Guardian Ad Litem, SALI ALVAREZ )**  
**LIDIA VALENCIANO; ANTONIO )**  
19 **GUTIERREZ, MARIA DE JESUS )**  
**CIRIGO; BERNARDO GARCIA; )**  
20 **GREATER NAPA VALLEY FAIR )**  
**HOUSING CENTER d/b/a FAIR )**  
21 **HOUSING NAPA VALLEY; and, )**  
22 **LATINOS UNIDOS DEL VALLE DE )**  
**NAPA Y SOLANO, )**  
23 **Plaintiffs, )**  
24 **vs. )**  
25 **GRAZIA BARBARINO; CORRADO )**  
**BARBARINO; MANUEL BARBARINO; )**  
26 **and the CITY OF SAINT HELENA, a )**  
**California Municipal Corporation, )**  
27 **Defendants. )**  
28

Case No.  
**COMPLAINT FOR MONETARY,  
DECLARATORY AND INJUNCTIVE  
RELIEF**

1 **I. INTRODUCTION**

2 1. This is a housing action brought against the City of St. Helena, California,  
3 and the owners and managers of sub-standard rental units in the City of St. Helena.  
4 Plaintiffs allege that the City of St. Helena (“the City”) has taken actions that promote or  
5 maintain segregated living patterns with the purpose or effect of displacing Latino  
6 residents from the City, in violation of the federal Fair Housing Act and related state  
7 laws. Plaintiffs also allege that defendant Grazia Barbarino, as the owner of sub-  
8 standard rental units located in the City, and Corrado Barbarino and Manuel Barbarino,  
9 as agents for Grazia Barbarino, violated the California law governing habitability  
10 standards and discriminated against Latino residents based on their national origin, in  
11 violation of the Fair Housing Act and related state laws.

12 2. The City of St. Helena, located in the Napa Valley, touts itself as a scenic  
13 destination for tourists in the Napa Valley wine country. The City has refused and  
14 failed, however, to facilitate and permit the development of housing for the region’s low  
15 and moderate income residents, including the restaurant workers, spa and hotel  
16 workers, and farmworkers who power the industries that make the City a popular  
17 destination for tourists. Plaintiffs challenge the City’s deliberate refusal and failure to  
18 meet the housing needs of low-income and very low-income residents, with the purpose  
19 and effect of displacing Latino residents and maintaining segregated living patterns in  
20 the City and in Napa County as a whole.

21 3. As part of this deliberate refusal and failure to meet the housing needs of  
22 such residents, the City has not enforced California law governing standards for  
23 habitability within the City, resulting in grossly sub-standard living conditions for low-  
24 income renters. This failure has the purpose and effect of disadvantaging and  
25 displacing Latino residents based on their national origin or ethnicity, and maintaining  
26 segregated living patterns within the City and Napa County.

27 4. One such rental property that the City willfully or recklessly allowed to  
28 operate in violation of health and safety laws is located at 1103 and 1105 Pope Street

1 in St. Helena (“the Pope Street Property”). The Pope Street Property is located on one  
2 of the City’s primary thoroughfares, less than one-half of a mile from City Hall.

3 5. As of November 2011, there were approximately nine rental units located  
4 at 1103 and 1105 Pope Street, all offered at rents between \$600 and \$950 per month.  
5 The City’s deliberate or negligent failure to act on known code violations at the Pope  
6 Street Property over a period of years contributed to unsafe living conditions at the  
7 Pope Street Property and the eventual temporary or permanent displacement of renters  
8 from the City. The City declared the units sub-standard and forced residents to vacate  
9 in or around November 21, 2009. All units were occupied by Latino tenants.

10 6. Defendant Grazia Barbarino and her co-defendants Corrado Barbarino,  
11 and Manuel Barbarino, as owners or agents of the Pope Street Property during all times  
12 relevant herein, were obligated to provide safe and habitable housing to tenants. Grazia  
13 Barbarino and her agents grossly failed to maintain the nine rental units at the Pope  
14 Street Property, in violation of California law.

15 7. Plaintiffs are former tenants of the subject premises who were forced to  
16 vacate around Thanksgiving of 2011, after the City of St. Helena posted a “red tag” and  
17 declared the property uninhabitable. Throughout plaintiffs’ tenancies, defendants  
18 intentionally or negligently failed to maintain the subject premises in a safe, habitable,  
19 and sanitary condition in violation of applicable fire, health, housing, and safety codes,  
20 regulations, and laws. The City was complicit in those violations.

21 8. Following the inspection by the City and the “red tag” compelling plaintiffs  
22 to vacate, defendants Grazia and Corrado Barbarino retaliated against plaintiffs.  
23 Defendants’ retaliatory actions included threatening to call immigration authorities and  
24 making statements indicating discrimination against residents of Guatemalan national  
25 origin, in violation of the Fair Housing Act (42 U.S.C. § 3601 *et seq.*), the Civil Rights  
26 Act of 1871 (42 U.S.C. § 1983), and related state laws.

27 **II. JURISDICTION AND VENUE**

28 9. The Court has subject matter jurisdiction in this action pursuant to 28

1 U.S.C. § 1331 because plaintiffs' claims under the Civil Rights Act of 1871 and the Fair  
2 Housing Act arise under the laws of the United States. Pursuant to 28 U.S.C. § 1367,  
3 this Court has supplemental jurisdiction over plaintiffs' additional claims under state law  
4 because plaintiffs' state law claims relate to plaintiffs' federal law claims, arise out of a  
5 common nucleus of operative facts, and form part of the same case or controversy  
6 under Article III of the United States Constitution.

7 10. Venue is proper because plaintiffs' claims arise from unlawful conduct  
8 occurring in Napa County, California and the rental property that is the subject of this  
9 action is located in Napa County, California.

### 10 **III. INTRADISTRICT ASSIGNMENT**

11 11. Pursuant to Local Rule 3-2(c), assignment to the San Francisco or  
12 Oakland Division is proper because the claims alleged herein arose in Napa County,  
13 California.

### 14 **IV. PARTIES**

15 12. Plaintiff Esvin Calderon is over 18 years old and a resident of Napa  
16 County, California. He is married to Irma Calderon. They have three minor children,  
17 JC, EC, and LC. Mr. Calderon has worked in the City for a local restaurant since 2002.  
18 He is Latino of Guatemalan national origin. From 2005 to November 22, 2011, Mr.  
19 Calderon rented a unit from defendants that was referred to as "Unit 3" at 1105 Pope  
20 Street. He resided in that unit continuously from 2005 to November 22, 2011.

21 13. Plaintiff Irma Calderon is over 18 years old and a resident of Napa  
22 County, California. She is married to plaintiff Esvin Calderon. Together, they have  
23 three minor children. Their children have attended local public schools in St. Helena at  
24 all times relevant herein. Ms. Calderon is a Latina of Guatemalan national origin. Ms.  
25 Calderon resided with her family in Unit 3 at 1105 Pope Street.

26 14. Plaintiffs JC (date of birth in 1999), EC (date of birth in 2006) and LC  
27 (date of birth in 2010) are the minor children of Esvin and Irma Calderon. They are  
28 represented herein by their father and guardian ad litem, Esvin Calderon. They resided

1 with their parents in Unit 3 at 1105 Pope Street. They are Latino and of Guatemalan  
2 national origin.

3 15. Plaintiff Sali Alvarez is over 18 years old and a resident of Napa County,  
4 California. She is Latina and of Guatemalan national origin. From approximately 2001  
5 to 2011, Ms. Alvarez rented a unit from defendants that was referred to as “the rear,” or  
6 “the barn,” at 1103 Pope Street. In approximately 2006, Ms. Alvarez was joined in the  
7 unit by her two minor children. Ms. Alvarez is employed by a day spa in St. Helena.  
8 Her minor children attend public school in St. Helena.

9 16. ML is the minor child of Sali Alvarez. ML’s date of birth is 12-xx-1994. ML  
10 is represented herein by her mother and guardian ad litem, Sali Alvarez. ML resided in  
11 “the rear” unit at 1103 Pope Street with her mother from approximately 2007 to 2011.  
12 ML attends local public school in St. Helena. She is a Latina of Guatemalan national  
13 origin.

14 17. Plaintiff Lidia Valenciano is over 18 years old and a resident of Napa  
15 County, California. From March 2011 to November 2011, she rented a unit from  
16 defendants that was referred to as “Unit 4” at 1105 Pope Street. She resided in the unit  
17 with her partner, Antonio Gutierrez. Ms. Valenciano has been self-employed as a  
18 house cleaner in St. Helena since 2006. She is a Latina of Mexican national origin.

19 18. Plaintiff Antonio Gutierrez is over 18 years old and a resident of Napa  
20 County, California. From March 2011 to November 2011, he resided in Unit 4 at 1105  
21 Pope Street with his partner, Lidia Valenciano. He has worked as a handyman in St.  
22 Helena since 2002. He is a Latino of Mexican national origin.

23 19. Plaintiff Maria de Jesus Cirigo is over 18 years old and a resident of Napa  
24 County, California. From January 2007 to April 2008 and from August 2010 to  
25 November 2011, she and her partner, Bernardo Garcia, rented a unit from defendants  
26 that was referred to as Unit 2 at 1103 Pope Street. She is a Latina of Mexican national  
27 origin. She has a physical disability and uses a wheelchair.

28 20. Plaintiff Bernardo Garcia is over 18 years old and a resident of Napa

1 County, California. From January 2007 to April 2008 and from August 2010 to  
2 November 2011, he and his partner, plaintiff Maria de Jesus Cirigo, rented a unit from  
3 defendants that was referred to as Unit 2 at 1103 Pope Street. He works as a baker in  
4 a bakery in St. Helena. He is a Latino of Mexican national origin.

5 21. Plaintiff Greater Napa Fair Housing Center, doing business as Fair  
6 Housing Napa Valley ("FHNV"), is a nonprofit corporation organized under the laws of  
7 the State of California with its principal place of business located at 603 Cabot Way, in  
8 Napa, California. FHNV's primary mission is to promote fair housing throughout the  
9 Napa Valley by working to guarantee equal access to housing for all people and to  
10 create and maintain integrated housing patterns. One of its specific purposes and  
11 goals is the elimination of all forms of illegal housing practices, including discrimination,  
12 within Napa County. To this end, the activities in which FHNV engages include, but are  
13 not limited to: (1) investigating allegations of discrimination; (2) conducting  
14 investigations of housing facilities to determine whether there is evidence of illegal  
15 housing practices; (3) taking such steps as it deems necessary to assure equal  
16 opportunity, safe and decent housing, and to counteract illegal housing practices; and  
17 (4) providing outreach and education to the community regarding fair housing. FHNV is  
18 an "aggrieved person" within the meaning of Government Code section 12927,  
19 subdivision (g) and the Fair Housing Act, 42 U.S.C. section 3602(l).

20 22. Plaintiff Latinos Unidos Del Valle de Napa y Solano ("LUNA") is a  
21 nonprofit public benefit corporation incorporated under the laws of the State of  
22 California which advocates for legally adequate, environmentally sound, and  
23 non-discriminatory development policies in the various jurisdictions of Napa County that  
24 address the housing needs of all economic segments of the population regardless of  
25 race, color or income level. LUNA's members are predominately residents of Napa  
26 County, and include residents of the City of St. Helena. LUNA has a direct and  
27 substantial beneficial interest in insuring that defendants comply with state and federal  
28

1 laws prohibiting discrimination in housing, and with laws requiring defendants to  
2 address the housing needs of all economic segments of the population in a manner  
3 which protects the natural and human environment. LUNA is an "aggrieved person"  
4 within the meaning of Government Code section 12927, subdivision (g) and the Fair  
5 Housing Act, 42 U.S.C. section 3602(i).

6 23. Based on public records, plaintiffs are informed and believe, and thereon  
7 allege, that defendant Grazia Barbarino, also known as Graziella Barbarino, was the  
8 owner of 1103 and 1105 Pope Street in St. Helena between approximately 1995 and  
9 early 2012.

10 24. Plaintiffs are informed and believe, and thereon allege, that Grazia  
11 Barbarino resided in a house located at 1105 Pope Street, and that she and her agents  
12 rented nine units at the Pope Street Property to members of the public. The Pope  
13 Street Property is a "dwelling" within the meaning of the federal Fair Housing Act, 42  
14 U.S.C. § 3602(b); a "housing accommodation" within the meaning of the California Fair  
15 Employment and Housing Act, California Government Code § 12927(d); and a  
16 "business establishment" within the meaning of the California Unruh Civil Rights Act,  
17 Civil Code § 51(b).

18 25. Defendant Corrado Barbarino, also known as Conrado Barbarino, is the  
19 husband of Grazia Barbarino. He also lives at a house located at 1105 Pope Street.  
20 During all times relevant herein, Corrado Barbarino managed and performed various  
21 maintenance jobs at the Pope Street Property with his adult son, Manuel Barbarino.

22 26. Defendant Manuel Barbarino, also known as Manny Barbarino, is the  
23 adult son of Grazia and Corrado Barbarino. Manuel Barbarino resides in a house at  
24 1105 Pope Street with his parents. During all times relevant herein, Manuel Barbarino  
25 managed and performed various maintenance jobs at the Pope Street Property rental  
26 units with his father, Corrado Barbarino.

27 27. Defendant City of St. Helena is a California municipal corporation, and is a  
28 person for purposes of 42 U.S.C. § 1983 and 42 U.S.C. § 3602(d).

1 ///

2 **V. FACTS**

3 **A. The City's Actions and Inactions Have Impeded Access to Housing**  
4 **for Latinos and Perpetuated Segregated Living Patterns.**

5 **1. Background**

6 28. Latinos comprise 32% of the population of St. Helena, according to the  
7 2010 United States Census. The City is 77.8% non-Hispanic White.

8 29. Latino households in St. Helena are disproportionately lower income. The  
9 average annual household income of Latinos living in the City is roughly half the  
10 average in annual income of non-Latino white households in the City which, in 2009,  
11 was \$79,200.

12 30. The median home sale price in St. Helena is nearly \$900,000. Median  
13 monthly rent is \$2,250.

14 **2. The City Has Refused and Failed to Accommodate the**  
15 **Development of Low-Income Housing.**

16 31. The City of St. Helena is obligated by California law to designate suitable  
17 sites and adopt programs to address the city's housing needs for households of all  
18 income levels, based on the Regional Housing Needs Allocation ("RHNA"). RHNA  
19 allocations are assigned periodically to the City by the Association of Bay Area  
20 Governments ("ABAG") to ensure that each local government provides sufficient,  
21 appropriately zoned land and opportunities for housing development to address  
22 population growth and job generation.

23 32. The City's RHNA obligations for the RHNA planning period beginning in  
24 2007 and ending in 2014 require the City to plan to accommodate the construction of at  
25 least 30 new very low-income units; 21 new low-income units; and 25 new moderate  
26 income units. Between 2007 through the present, the City has willfully failed and  
27 refused to accommodate or approve the development of any such affordable housing  
28 units, with the purpose or effect of discriminating against Latinos based on their national



1 origin and discriminating against residential developments because of intended  
2 occupancy by lower income persons or families.

3 33. The City is required to adopt a Housing Element to address housing  
4 needs in St. Helena as part of its General Plan. It is further required to implement the  
5 actions adopted in the Housing Element to meet those needs. The City has failed to  
6 implement the actions specified in the Housing Element, and has failed to adopt or  
7 implement programs to meet the needs set forth in the Housing Element. The City's  
8 actions and inactions have the purpose or effect of discriminating against Latinos,  
9 based on their national origin or ethnicity and discriminating against residential  
10 developments because of intended occupancy by lower income persons or families.

11 34. Only one affordable unit has been built in St. Helena since 2005. An  
12 additional ten affordable rental units that are part of a larger private housing  
13 development are slated to open in February 2013.

14 35. On numerous occasions, the City has invited, and then rejected,  
15 proposals to develop housing affordable to lower income households within the City, on  
16 private property and on City-owned property.

17 36. The City purchased a 5.6 acre parcel of undeveloped land located on  
18 Adams Street in the City ("the Adams Street parcel") in or about 2002. The land is  
19 located approximately one block off of Main Street and the central downtown area of  
20 the City.

21 37. The City issued a Request for Proposals ("RFP") for mixed use  
22 development on the Adams Street parcel, including affordable housing units in or about  
23 2005. The City refused to approve any of the proposals that were submitted.

24 38. The City Council again issued an RFP for a mixed-use development on  
25 the Adams Street parcel, to include units of affordable housing, in or around 2011. The  
26 City Council voted to reject all proposals, including the proposals that complied with the  
27 parameters of the RFP.

28 39. On October 23, 2012, the City Council rejected a proposal to reconsider

1 the Adams Street parcel as a site for affordable housing.

2 40. The only proposal currently under consideration by the City for  
3 development of the Adams Street parcel includes a 67-unit hotel, amphitheater, and  
4 two other commercial buildings. The current concept in negotiations for the Adams  
5 Street parcel includes no affordable housing units.

6 41. Each of the plaintiffs would have applied to rent an affordable unit at the  
7 Adams Street parcel had the City had approved any of the proposals for affordable  
8 housing on the Adams Street parcel.

9 42. The Adams Street parcel remains undeveloped.

10 43. In or about August 2011, a non-profit developer canceled a proposal to  
11 develop a mix of market-rate and affordable housing on 10 acres of private property  
12 called the Romero Property in St. Helena.

13 44. Plaintiffs are informed and believe, and allege thereon, that the developer  
14 abandoned the proposal to purchase and develop the Romero property because of  
15 several years of active opposition from the City Council.

16 45. Each of the individual plaintiffs would have applied to rent an affordable  
17 unit at the Romero Property if it had been built there.

18 **3. *The City Formed and then Disbanded a Housing Committee.***

19 46. The City Council passed a resolution in or around 2010, forming a  
20 Housing Committee, to be comprised of volunteers from the community. The mission  
21 of the Committee was to analyze the status of housing in St. Helena, and to make  
22 recommendations to City staff and the City Council to assist them in accommodating  
23 the construction or development of a sufficient number of affordable housing units to  
24 meet the RNHA numbers by 2014.

25 47. The Housing Committee members met on several occasions and studied  
26 the status of housing in St. Helena following the passage of the resolution. The  
27 Committee included several members with professional expertise in real estate and  
28 land-use, housing laws, the local community, local economics, and the housing needs

1 of the region.

2 48. The Housing Committee presented recommendations to the City Council  
3 that included the development of affordable housing on the Adams Street parcel and  
4 another parcel on Pope Street. The Housing Committee initially recommended the  
5 development of 50 units of affordable housing on the Adams Street Parcel.

6 49. The mayor encouraged the Housing Committee to explore options for  
7 affordable housing projects containing only four to six units.

8 50. In a report to the City Council, the Housing Committee concluded that,  
9 based on discussions with affordable housing experts, affordable housing projects of  
10 fewer than 25 units are not feasible in St. Helena “due to land costs, available financing  
11 and tax credit requirements.”

12 51. The Housing Committee requested that the City issue an RFP for a plan  
13 including 28 affordable housing units. The City Council approved the RFP.

14 52. Six developers submitted projects in response to the RFP. The Planning  
15 Commission recommended that the City Council consider all six proposals. The City  
16 Council then rejected all six.

17 53. The City Council passed a resolution disbanding the Housing Committee  
18 in or about 2011. Plaintiffs are informed and believe, and thereon allege, that the City  
19 Council disbanded the Housing Committee because the Housing Committee was  
20 recommending actions to encourage the development of affordable housing in the City.

21 54. The City has neither adopted nor implemented any of the Housing  
22 Committee’s recommendations.

23 **B. A History of Complaints About Sub-Standard Conditions at the Pope**  
24 **Street Properties**

25 **1. Sub-Standard Conditions When the Property was Purchased**  
26 **by Defendant Grazia Barbarino.**

27 55. On or about May 12, 1993, the City of St. Helena issued a declaration of  
28 substandard building and possible demolition proceedings for the 1105 Pope Street

1 address. The owner of the parcel was identified on that declaration as “Tina  
2 Constantini.”

3 56. On or about November 26, 1995, the City of St. Helena issued a  
4 “certificate of removal” of that declaration. That certificate, which was recorded with the  
5 City Recorder, “certif[ied] that all required improvements have been made to the  
6 building listed below to bring it up to current standards.” The owner of the parcel was  
7 identified as Grazia Barbarino.

8 57. Plaintiffs are informed and believe, and thereon allege, that the City did  
9 not conduct any inspections to determine whether to issue the Certificate of Removal,  
10 or to determine whether the statements made in that certificate were true and accurate.

11 **2. Complaint About Sub-Standard Conditions in 2005.**

12 58. In or around 2005, an occupant of the Pope Street Property contacted the  
13 City to complain about sub-standard living conditions and the landlord’s refusal to make  
14 repairs. Plaintiffs are informed and believe, and thereon allege, that a City inspector  
15 visited the Pope Street Property as a result of that complaint.

16 59. No measurable improvements or significant repairs were made as a result  
17 of that complaint or the City inspection.

18 **3. Complaint About Sub-Standard Conditions in 2008.**

19 60. In or about November 2008, FHNV received a complaint from a tenant at  
20 1105 Pope Street, “Unit A.” The tenant reported that she had resided in the Pope  
21 Street Property for many years, and there were numerous sub-standard conditions in  
22 her unit, including no heater, rodent and pest infestation, and water leaks in the roof,  
23 windows, and door. The tenant reported that she had asked the Barbarinos to repair  
24 the sub-standard conditions but they had failed to do so. In or about November 2008,  
25 FHNV reported the substance of her complaint to the City of St. Helena Department of  
26 Planning and Building.

27 61. The City Department of Planning and Building conducted an inspection of  
28 1105 Pope Street, “Unit A” in response to that complaint, on or about December 18,

1 2008. The Building inspector discovered that there was no heat, leaking windows, mold  
2 throughout the unit, a broken window in an exterior door, damp rooms due to lack of  
3 weather stripping under the door, a rodent and cockroach infestation, and other housing  
4 code violations.

5 62. The City sent a letter to defendants “Graziella Barbarino” and “Manny  
6 Barbarino” dated December 18, 2008. That letter notified defendants of the housing  
7 code violations and ordered them to repair them by December 29, 2008.

8 63. The City Building Official inspected again on December 29, 2008, and  
9 found that not all violations had been abated. The Building Official also discovered that  
10 at least some of the rental units on the property had been constructed without the  
11 necessary approvals and permits.

12 64. Plaintiffs are informed and believe, and allege thereon, that the City did  
13 not take any subsequent action to determine if all code violations were abated, or to  
14 investigate or remedy the rental units that were constructed unlawfully.

15 **4. Complaint About Sub-Standard Conditions in 2010.**

16 65. On or about February 11, 2010, a City police officer left a message with  
17 the City Department of Planning and Building, indicating that “for some time 1103 and  
18 1105 Pope Street units have been sub-standard. I heard that there is a lot of history  
19 including flooding, etc.” (Emphasis in original document.) The police officer also  
20 reported that tenants of the Pope Street Property were alleging that they had no smoke  
21 alarms.

22 66. There are no documents in City records that indicate that any inspection  
23 was done, or enforcement efforts taken, to follow up on the report of the City police  
24 officer regarding the unsafe and sub-standard conditions at the Pope Street Property.

25 67. The City knew or should have known of the sub-standard conditions at the  
26 Pope Street Property and failed or refused to act promptly and appropriately to advise  
27 the landlord of her duty to remediate the conditions between 2001 and 2011. The City  
28 knew or should have known that their failure to enforce housing code at the Pope Street

1 Property adversely affected housing conditions for low-income residents in St. Helena,  
2 with the purpose or effect of displacing and disadvantaging Latino residents.

3 **C. Sub-Standard Conditions During Plaintiffs' Tenancies**

4 68. While plaintiffs resided at the Pope Street Property, their units and the  
5 common areas have been unsafe, unsanitary, unhealthy, uninhabitable, untenable,  
6 and in a serious state of disrepair in violation of California Civil Code Section 1941.1,  
7 California Health and Safety Code Section 17920.3, Uniform Fire Code, and Uniform  
8 Housing Code, including but not limited to the following unlawful conditions:

9 (a) Non-existent or ineffective waterproofing and weather protection of  
10 roof and exterior walls, including broken windows and doors;

11 (b) Gas facilities which do not conform to applicable law in effect at the  
12 time of installation and which are not maintained in good working order;

13 (c) Non-existent or ineffective heating facilities which do not conform to  
14 applicable law at the time of installation and which are not maintained in good working  
15 order;

16 (d) Electrical lighting with wiring and electrical equipment which do not  
17 conform to applicable law at the time of installation and which is not maintained in good  
18 working order;

19 (e) Floors, stairways, and railings which are not maintained in good  
20 repair;

21 (f) Windows and doors which are not secured, containing holes or  
22 lacking proper locks;

23 (g) Pest infestation; and,

24 (h) Mold and mildew.

25 69. During the period in which plaintiffs resided as tenants in the Pope Street  
26 Property, defendant Grazia Barbarino failed, refused, and neglected to maintain the  
27 Pope Street Property in a state of reasonable repair, failed to make necessary repairs  
28 to the Pope Street Property, and failed to perform ordinary maintenance of the Pope

1 Street Property. She and her agents repeatedly were informed of the unsafe,  
2 unhealthy, and uninhabitable conditions at the Pope Street Property by plaintiffs,  
3 government officials, and others. Despite those warnings, she permitted and caused,  
4 directly or indirectly, unsafe, unsanitary, and uninhabitable conditions to exist in each of  
5 the plaintiffs' units, and in the common areas, in violation of applicable housing, health,  
6 and safety codes and laws, as described more fully below.

7 **D. The Calderon Family**

8 70. Plaintiffs Esvin Calderon and Irma Calderon, for themselves and their  
9 minor children, entered into a written, month-to-month rental agreement with defendant  
10 Grazia Barbarino for the rental of 1103 Pope Street on or about February 28, 2005.  
11 The monthly rent amount was \$850.00, and the security deposit was \$400.00.

12 71. The Calderon Family moved into "Unit 3" at 1105 Pope Street on or about  
13 February 28, 2005.

14 72. The Calderon Family paid their rent every month. On several occasions,  
15 Grazia Barbarino or her agent raised the monthly rent for Unit 3 without notice. The  
16 monthly rent amount had increased to \$950 per month as of November 2011, the time  
17 that the Calderons were compelled to move out.

18 73. Unit 3 consisted of two bedrooms; a kitchen, a living area, and a bathroom  
19 that was converted from a closet. Unit 3 faces the back of the property, which runs  
20 along the creek.

21 74. There was no door to enter and exit Unit 3 except for a sliding glass patio  
22 door during the Calderons' tenancy. The sliding glass patio door had a lever on the  
23 inside that was used to lock and unlock the door from the inside. The lever could not  
24 be used to lock the door from the outside. The lever could not be operated using a key  
25 from the outside. Other than the lever, the only lock provided by defendants was a  
26 padlock. The Calderons used the padlock to secure the door from the outside. The  
27 door had no other lock and no deadbolt.

28 75. Throughout their tenancy, the Calderons requested that the Barbarino

1 defendants repair or address sub-standard conditions in their unit. Defendants refused  
2 to make repairs, including but not limited to the following:

- 3 a) The ceiling of Unit 3 leaked over the living room and over one of  
4 the bedrooms.
- 5 b) During the winter, wind and rain would leak into Unit 3 through a  
6 gap in the sliding glass patio door.
- 7 c) The bathroom toilet backed up frequently through no fault of the  
8 Calderons.
- 9 d) The windows would open and close, but they would not lock.
- 10 e) The Unit's kitchen was infested with cockroaches and rats.
- 11 f) The kitchen and bathroom had no functioning light fixtures.
- 12 (g) The carpet was extremely old, worn, torn, and soiled by rainwater.
- 13 (h) The floor in the bathroom was unstable and sinking.

14 76. On numerous occasions throughout their tenancy, the Calderons actively  
15 looked for another residence in St. Helena and surrounding areas. They applied to rent  
16 an affordable rental unit in Stonebridge, but were informed that there were no  
17 vacancies. They also looked for market-rate housing in the area, but could not locate  
18 anything within their budget.

19 77. Corrado Barbarino asked the entire family to leave the apartment while  
20 the city officials did an inspection in 2008. Plaintiffs are informed and believe, and  
21 thereon allege, that Mr. Barbarino asked the Calderons to leave so that the Calderons  
22 would not complain to the City about the poor living conditions.

23 78. Corrado Barbarino informed Mr. Calderon that the rent would be  
24 increased to \$950 per month in or around the fall of 2011. Mr. Calderon requested that  
25 Mr. Barbarino make repairs to the unit, including installing a working heater, installing  
26 working light fixtures, and replacing the damaged carpet. Corrado Barbarno stated said  
27 he would not repair anything, and that Mr. Calderon could move out if he was not willing  
28 to live in the unit "as is." Corrado Barbarino threatened to report Mr. Calderon to the



1 police and immigration authorities.

2 79. Corrado Barbarino again told Mr. Calderon that the rent would be  
3 increased to \$950 per month in or around the end of October 2011. Mr. Calderon again  
4 requested that defendants make repairs to the unit. Mr. Barbarino again refused.

5 80. Manuel Barbarino told Mr. Calderon on or around October 30, 2011, that  
6 he would make the repairs if Mr. Calderon paid a higher monthly rent of \$1,250 per  
7 month. Mr. Calderon stated that the amount was too high.

8 81. Fair Housing Napa Valley received complaints from Mr. Calderon's  
9 brother and from a Head Start employee concerning the poor housing conditions in the  
10 Calderons' unit on or about October 31, 2011 and November 1, 2011. Staff members  
11 from FHNV visited the unit on November 3, 2011 and observed serious sub-standard  
12 living conditions. FHNV immediately reported their observations to the City.

13 82. Eleven days later, on or about November 14, 2011, Building Officials from  
14 the City of St. Helena conducted an inspection of the Pope Street Property and found  
15 numerous and severe violations of the California code governing residential rental units.

16 83. City records show that a Building Official spoke with Manuel Barbarino on  
17 the same date as the inspection, November 14, 2011, and advised him that residents in  
18 seven of the units had to move out within 48 hours due to the severe nature of the code  
19 violations, including untenable and hazardous conditions.

20 84. On or about November 15 or 16, 2011, the Barbarino defendants  
21 informed Mr. Calderon that his family had to vacate within 24 hours, and that the Sheriff  
22 would be evicting residents if they did not leave.

23 85. Corrado Barbarino yelled at Mr. Calderon, stating that the inspections and  
24 move out order were Mr. Calderon's fault. Mr. Barbarino used a racial slur in Spanish  
25 based on Mr. Calderon's Guatemalan national origin. Corrado Barbarino also told other  
26 residents that the move out order was Mr. Calderon's fault.

27 86. Grazia Barbarino also threatened to report plaintiffs to the immigration  
28 authorities as a result of the inspections and move out order.

1           87.    St. Helena Building Official Leo DePaola signed a letter dated November  
2 16, 2011, addressed to the occupants of 1103 and 1105 Pope Street, stating that the  
3 units had been declared “uninhabitable due to fire, and life-safety concerns.” A copy of  
4 this letter was posted to the door of Unit 3 on or about November 18, 2011.

5           88.    A large red document entitled “NOTICE OF SUBSTANDARD DWELLING”  
6 (hereafter, “red tag”) was posted on the exterior wall of Unit 3 by City officials on or  
7 about November 21, 2011. The red tag ordered all residents to vacate the structure no  
8 later than midnight on November 22, 2011.

9           89.    Shortly after hearing that they would have to move, the Calderons began  
10 looking for a new place to live. It was an extreme hardship for them to locate another  
11 residence and move out with less than one week’s notice, particularly during  
12 Thanksgiving week. They could not find another residence in St. Helena or any  
13 surrounding areas that was available, suitable, and affordable for their family.

14           90.    The Calderons moved out of the Pope Street Property on November 22,  
15 2011, because they feared they would be locked out of their unit without notice and  
16 subject to arrest for failing to vacate it. They stayed in the La Bonita Motel for  
17 approximately ten days, paid for by the St. Helena Family Resource Center, a local  
18 non-profit organization.

19           91.    The Calderons received a check in the amount of \$1,000 from Grazia  
20 Barbarino via her attorney on or about November 22, 2011. They received a second  
21 check from Ms. Barbarino’s attorney in the amount of \$1,100 on or about December 2,  
22 2011. These checks were characterized by the attorney as relocation benefits owed to  
23 plaintiffs, in the amount of the security deposit and two times the rent. The Calderons’  
24 security deposit of \$400 and twice the monthly rent of \$950 add up to \$2,300.

25           92.    Ms. Barbarino, through her attorney, also agreed to pay \$135 to defray  
26 the costs of storage fees, to be shared by four of the tenant families displaced from the  
27 Pope Street Property. The Calderons received their share in the amount of \$33.75 on  
28 November 23, 2011.

1           93.    The Calderons continued to look for a new residence in St. Helena and  
2 surrounding areas. They could not locate a suitable, affordable rental unit in St. Helena.  
3 After leaving La Bonita Motel, they stayed with a relative for one week. The Calderons  
4 located a rental unit in Calistoga and moved into the rental unit on or about December  
5 9, 2011. The rent is \$1,000 per month. The Calderons' children still attend school in  
6 St. Helena. Mr. Calderon commutes to his job in the southern part of St. Helena.

7           94.    The Calderons would choose to rent a unit in the City of St. Helena if  
8 there were suitable and affordable rental units for them. There are very few such units  
9 located in the City because of the City's actions and inactions.

10           **E. Lidia Valenciano and Antonio Gutierrez**

11           95.    Plaintiff Lidia Valenciano and plaintiff Antonio Gutierrez entered into a  
12 verbal, month-to-month rental agreement with defendants Grazia and Corrado  
13 Barbarino In March 2011 for the rental of 1103 Pope Street, Unit 4. Ms. Valenciano  
14 and Mr. Gutierrez moved into unit 4 at 1103 Pope Street in March 2011.

15           96.    Unit 4 was a one-room studio apartment. The monthly rent amount was  
16 initially \$550.00. The Barbarino defendants raised the monthly rent for Unit 4 to \$650 in  
17 October 2011.

18           97.    Ms. Valenciano and Mr. Gutierrez paid their rent every month to  
19 defendant Manuel Barbarino in person via money order.

20           98.    Ms. Valenciano and Mr. Gutierrez requested throughout their tenancy that  
21 the Barbarino defendants repair or address sub-standard conditions in their unit.

22 Defendants refused to make repairs, including but not limited to the following:

- 23           a)    The unit never had a heater.  
24           b)    There was no screen in the unit's only window. There was also no  
25                way to lock the only window.  
26           d)    The bathroom was infested with cockroaches.  
27           e)    The tile floor was uneven and broken, exposing sharp edges.

28           99.    The sole source of electricity for Unit 4 was an extension cord coming

1 from the Barbarino defendants' home. The connection to Ms. Valenciano and Mr.  
2 Gutierrez's home would frequently become overloaded and shut off. When they  
3 complained to defendants about the shut-off, defendants asked them to unplug their  
4 devices and use less electricity.

5 100. Defendants Corrado and Manuel Barbarino told Ms. Valenciano on or  
6 about November 15 or 16, 2011, that she and Mr. Gutierrez had to move out within 24  
7 hours and that the Sheriff would be evicting residents if they did not leave.

8 101. A red tag was posted on the exterior wall of Unit 4 by City officials on or  
9 about November 21, 2011. The red tag ordered all residents to vacate the structure no  
10 later than midnight on November 22, 2011.

11 102. Ms. Valenciano and Mr. Gutierrez vacated their unit at the Pope Street  
12 Property on or about November 22, 2011, because they feared they would be locked  
13 out of their unit without notice and subject to arrest for failing to vacate it. . They tried to  
14 find other housing right away, but could not locate anything within their price range.

15 103. Ms. Valenciano received a check in the amount of \$750 from the landlord  
16 through the landlord's attorney on or about November 22, 2011. She received a  
17 second check in the amount of \$750 from the landlord, through the same attorney, on  
18 or about December 2, 2011. This total amount of \$1500 was characterized by the  
19 attorney as the return of Ms. Valenciano's security deposit of \$300 plus two times the  
20 monthly rent of \$600. However, Ms. Valenciano's monthly rent was \$650, so the full  
21 amount paid should have been \$1600.

22 104. Ms. Valenciano received a check in the amount of \$33.75 from the  
23 landlord on or about November 23, 2011, through the landlord's attorney, to defray the  
24 cost of storage. Ms. Valenciano was still unable to afford to store her belongings. Her  
25 furniture remained outside on the Pope Street Property. Her furniture was destroyed by  
26 rain damage before she was able to move it to her new rental unit.

27 105. Ms. Valenciano and Mr. Gutierrez stayed in the La Bonita Motel for  
28 approximately 18 days with monetary support from the St. Helena Family Resource

1 Center and charitable donations. They then lived for two months with a friend, to whom  
2 they paid \$525 per month in rent, plus utilities.

3 106. After two and a half months of looking for a rental unit, Ms. Valenciano  
4 and Mr. Gutierrez found an apartment in St. Helena. The rent of \$800 per month is  
5 more than they can afford to pay. Although both have jobs in St. Helena, they must rely  
6 on donations from their church to supplement their income and pay the rent.

7 107. If there were rental units available that were suitable and affordable for  
8 Ms. Valenciano and Mr. Gutierrez at the Adams Street parcel or another location in the  
9 City, they would have chosen to rent such a unit. There are very few such units located  
10 in the City because of the City's actions and inactions.

11 **F. Sali Alvarez and Her Minor Child ML**

12 108. Plaintiff Sali Alvarez entered into a verbal, month-to-month rental  
13 agreement with defendants Grazia and Corrado Barbarino for the rental of the "rear"  
14 unit at 1103 Pope Street, in March 2001. Ms. Alvarez moved into the rear unit that  
15 same month.

16 109. The rear unit is a single room which Ms. Alvarez split into separate areas  
17 using curtains. Ms. Alvarez had a roommate, who was approved by defendant Corrado  
18 Barbarino, starting in 2006. Ms. Alvarez's daughter, ML, moved into the unit in 2007, .

19 110. Ms. Alvarez, her roommate, and family members requested throughout  
20 their tenancy that the Barbarino defendants repair or address sub-standard conditions  
21 in their unit. Defendants refused to make repairs, including but not limited to the  
22 following:

- 23 (a) There was no heater;
- 24 (b) There was a hole in the linoleum of the bathroom floor. There was  
25 also a hole in the bathroom sink;
- 26 (c) The shower leaked and developed mold;
- 27 (d) The walls were unsupported drywall, and the drywall had holes in it.  
28 The walls had no insulation and insufficient structural support;

- 1 (e) The oven did not work;
- 2 (f) The glass in the windows was falling out of the frame. They were
- 3 held together with electrical tape, and therefore could only be
- 4 opened slowly;
- 5 (g) The ceiling leaked;
- 6 (h) Electrical fuses would repeatedly blow, after which defendants
- 7 would always tell Ms. Alvarez to unplug all her electrical devices;
- 8 (i) The unit was infested with cockroaches;
- 9 (j) Plumbing was poorly maintained and sometimes leaked raw
- 10 sewage.

11 111. The Barbarinos informed Ms. Alvarez and her roommate on or about  
12 November 15 or 16, 2011, that they had to move out within 24 hours and that the  
13 Sheriff would be evicting residents if they did not leave. Mr. Barbarino loudly exclaimed  
14 that Esvin Calderon was to blame for the move-out order. During that same  
15 conversation, defendant Grazia Barbarino threatened to report Ms. Alvarez to the  
16 immigration authorities as a result of the red tag, which Ms. Barbarino claimed was the  
17 fault of plaintiffs.

18 112. Ms. Alvarez and her tenant began looking for other housing after learning  
19 that they would have to move out.

20 113. A red tag was posted on the exterior wall of the rear unit by City officials  
21 on or about November 21, 2011. The red tag ordered all residents to vacate the  
22 structure no later than midnight on November 22, 2011.

23 114. Ms. Alvarez and her household vacated their unit at the Pope Street  
24 Property on or about November 22, 2011, because they feared they would be locked  
25 out of their unit without notice and subject to arrest for failing to vacate it. They tried to  
26 find other housing right away, but could not locate anything within their price range.

27 115. Ms. Alvarez received a check in the amount of \$950 from the landlord,  
28 through the landlord's attorney, on or about November 22, 2011. She received a

1 second check in the amount of \$950 from the landlord, through the same attorney, on  
2 or about December 2, 2011. This total amount of \$1900 was characterized by the  
3 attorney as the return of Ms. Alvarez's security deposit of \$300 plus two times the  
4 monthly rent of \$800.

5 116. Ms. Alvarez received a check in the amount of \$33.75 from the landlord,  
6 through the landlord's attorney, on or about November 23, 2011, to defray the cost of  
7 storage.

8 117. Ms. Alvarez, her roommate, and their children stayed in the La Bonita  
9 Motel for approximately two weeks, with monetary support from the St. Helena Family  
10 Resource Center and charitable donations.

11 118. They still had not found anyplace to live when they had to leave the La  
12 Bonita Motel. Ms. Alvarez, her roommate, and their children spent the next three nights  
13 with their children in a local school. They then spent two nights with a family friend in  
14 Napa.

15 119. Ms. Alvarez found a rental unit in St. Helena for \$1,300 per month with  
16 help from the St. Helena Family Resource Center. This is more than she and her  
17 roommate can afford to pay.

18 120. If there were rental units available in the City of St. Helena that were  
19 suitable and affordable for the Ms. Alvarez, she would choose to rent such a unit.  
20 There are very few such units located in the City because of the City's actions and  
21 inactions.

#### 22 **G. Maria de Jesus Cirigo and Bernardo Garcia**

23 121. Plaintiff Maria de Jesus Cirigo and her husband Bernardo Garcia entered  
24 into a written, month-to-month rental agreement with defendant Grazia Barbarino for  
25 the rental of Unit 2 at 1103 Pope Street in January 2007. They resided in Unit 2 from  
26 January 2007 through April 2008, and then again from August 2010 through November  
27 22, 2011.

28 122. Unit 2 is a one bedroom unit with a kitchen and bathroom.

1            123. Ms. Cirigo and Mr. Garcia requested that the Barbarino defendants repair  
2 or address sub-standard conditions in their unit throughout their tenancy. Defendants  
3 refused to make repairs, including but not limited to the following:

4            (a) The unit had no heater.

5            (b) The door to the unit was not secure and could be pushed open,  
6 even if it was locked.

7            (c) One of the windows in the bedroom looked directly into the interior  
8 of the unit rented by the Calderons. This window was sealed shut.

9            (d) The linoleum in the kitchen was damaged and sharp where it was  
10 dislodged from the sub-floor.

11           (e) The refrigerator and kitchen sink leaked water onto the floor,  
12 creating a hazard.

13           (f) The Unit was infested with cockroaches and spiders.

14           (g) There was no fan for the stove in the kitchen

15           (h) There was no fan in the bathroom. As a result, there was  
16 persistent mold in the bathroom.

17           124. Mr. Garcia and Ms. Cirigo actively looked for another residence in St.  
18 Helena and surrounding areas on numerous occasions throughout their tenancy. They  
19 applied to rent an affordable rental unit in Stonebridge, but were informed that the  
20 waiting list was extremely long.

21           125. In April 2008, Mr. Garcia and Ms. Cirigo moved out of the area. They  
22 returned to St. Helena in August 2010.

23           126. Mr. Garcia and Ms. Cirigo entered into a verbal, month-to-month contract  
24 with Grazia Barbarino to resume renting Unit 2 in August 2010 because they had no  
25 other affordable housing options in the City. They moved back into Unit 2 that same  
26 month.

27           127. Defendant Grazia Barbarino required Ms. Cirigo to leave her unit during a  
28 City inspection in November 2011. Plaintiffs are informed and believe, and thereon



1 allege, that Ms. Barbarino asked Ms. Cirigo to leave so that Ms. Cirigo would not  
2 complain to City Building Officials about the poor living conditions. Plaintiffs are  
3 informed and believe, and thereon allege, that Ms. Barbarino did not want City Building  
4 Officials to learn that Ms. Cirigo, a person with a disability who uses a wheelchair, was  
5 living on the property. Ms. Cirigo's unit had a step at the threshold that Ms. Cirigo could  
6 not traverse in her wheelchair. Generally, Ms. Cirigo only entered and left the unit with  
7 the assistance of Mr. Garcia.

8         128. Ms. Cirigo and Mr. Garcia were told by the Barbarinos on or about  
9 November 15 or 16, 2011, that they had to move out within 24 hours, and that the  
10 Sheriff would be evicting residents if they did not leave. During this conversation, Ms.  
11 Barbarino told Mr. Garcia and Ms. Cirigo, "you have a lot to lose; you'll be deported  
12 because of this", or words to that effect.

13         129. Ms. Cirigo and Mr. Garcia began looking for other housing after learning  
14 that they would have to move out. Their housing search was especially challenging,  
15 because of Ms. Cirigo's need for a unit that is accessible for her as a person with a  
16 disability who uses a wheelchair.

17         130. A red tag was posted on the exterior wall of their unit by City officials on or  
18 about November 21, 2011. The red tag ordered all residents to vacate the structure no  
19 later than midnight on November 22, 2011.

20         131. Mr. Garcia and Ms. Cirigo vacated their unit at the Pope Street Property  
21 on or about November 22, 2011, because they had no alternative. They tried to find  
22 other housing right away, but could not locate anything suitable within their price range.

23         132. Ms. Cirigo received a check in the amount of \$800 from the landlord,  
24 through the landlord's attorney, on or about November 22, 2011. She received a  
25 second check in the amount of \$800 from the landlord, through the same attorney, on  
26 or about December 2, 2011. This total amount of \$1600 was characterized by the  
27 attorney as two times the monthly rent of \$800.

28         133. Ms. Cirigo received a check in the amount of \$33.75 from the landlord on

1 or about November 23, 2011, through the landlord's attorney, to defray the cost of  
2 storage.

3 134. Ms. Cirigo and Mr. Garcia stayed in the La Bonita Motel for approximately  
4 two weeks with monetary support from the St. Helena Family Resource Center and  
5 charitable donations.

6 135. Ms. Cirigo and Mr. Garcia temporarily rented a single room in an  
7 apartment in St. Helena when they could no longer afford to stay at the motel.

8 136. After one and one-half months, Ms. Cirigo and Mr. Garcia found a room to  
9 rent in St. Helena for \$525 per month. They share the unit with others.

10 137. If there were rental units available in the City of St. Helena that were  
11 suitable and affordable for Ms. Cirigo and Mr. Garcia, they would choose to rent such a  
12 unit. There are very few such units located in the City because of the City's actions and  
13 inactions.

#### 14 **H. Fair Housing Napa Valley**

15 138. The primary mission of Fair Housing Napa Valley is to provide education,  
16 counseling, and enforcement around issues related to housing discrimination in the  
17 Napa Valley. The agency also assists with foreclosure education and referral, and  
18 landlord-tenant counseling, including habitability issues. In addition, the agency  
19 provides referrals for rental assistance, subsidized housing, affordable housing,  
20 emergency shelters, and homeless prevention. FHNV serves a large area between  
21 Vallejo and Calistoga, including the Cities of Napa, Calistoga, St. Helena, American  
22 Canyon, Yountville, Healdsburg, and unincorporated areas and towns throughout Napa  
23 County.

24 139. FHNV received a complaint of sub-standard living conditions at 1103  
25 Pope Street, Unit C, from the brother of plaintiff Esvin Calderon on or about October 31,  
26 2011. Mr. Calderon's brother reported that the landlord had refused to install a heater in  
27 the unit unless the Mr. Calderon paid an extra \$300 per month in rent. FHNV staff  
28 counseled Mr. Calderon regarding his rights and scheduled an appointment to meet at

1 the Pope Street Property.

2 140. FHNV received a complaint about the same unit from an in-home  
3 educational specialist employed by Head Start on or about November 1, 2011. The  
4 educational specialist reported that the Calderon Family's unit did not have heat, had  
5 little protection from the wind and rain, and was poorly maintained by the landlord.

6 141. Two FHNV staff members traveled to the Pope Street Property on or  
7 about November 3, 2011. The staff members observed many apparent violations of the  
8 habitability codes and spoke with some tenants. The FHNV staff members then  
9 immediately traveled to the City Hall and visited the Building and Planning Department  
10 to lodge a complaint.

11 142. FHNV staff members spoke with a City employee concerning the  
12 substance of the complaint, who stated that she would relay the information to a  
13 Building Official, Leo DePaola.

14 143. Six days later, on or about November 9, 2011, FHNV received an e-mail  
15 from the same City employee, stating that Mr. DePaola planned to inspect the Pope  
16 Street Property on November 14, 2011. The City employee requested, and FHNV staff  
17 agreed, to be present during the inspection.

18 144. Two FHNV staff members traveled to the Pope Street Property at the  
19 request of Mr. DePaola on November 14, 2011, to observe his inspection of Unit 3.

20 145. Several other tenants at the Pope Street Property approached Mr.  
21 DePaola and FHNV staff on November 14, 2011 around the time of the inspection.  
22 Those tenants made complaints regarding the sub-standard conditions in their units.  
23 Mr. DePaola then conducted inspections in those units as well.

24 146. FHNV staff received a copy of a letter from the City to the owners of the  
25 Pope Street Property on or about November 15, 2011, stating that all tenants had to  
26 move out within 48 hours.

27 147. Within the next two days, FHNV received numerous phone calls from  
28 tenants who had been told by Mr. Barbarino that they had to move out within 24 hours,

1 and would be locked out by the Sheriff and the City if they did not comply. Callers also  
2 reported that Mr. Barbarino loudly exclaimed to tenants that Mr. Calderon was to blame  
3 for the move-out order.

4 148. FHNV then contacted Mr. DePaola regarding the tenants' options and  
5 rights. He referred FHNV to the landlord's attorney. FHNV contacted the landlord's  
6 attorney. FHNV also began contacting local non-profits to assist with the relocation of  
7 the tenants.

8 149. FHNV met with the tenants of the Pope Street Property to counsel them  
9 about their rights and possible housing referrals on November 17, 2011.

10 150. FHNV learned on November 22, 2011, the date that all tenants were  
11 required to move out, that none of the Pope Street tenants had secured new housing.  
12 FHNV staff traveled to La Bonita Motel in St. Helena and secured rooms at discounted  
13 rates for the displaced families. FHNV also worked closely with the staff at the St.  
14 Helena Family Resource Center to assist the families in finding new housing and  
15 emergency assistance.

16 151. FHNV assisted the tenants in obtaining statutory relocation benefits from  
17 the landlord, in the amount of the security deposit and two times the monthly rent.  
18 FHNV assisted the tenants in obtaining money from the landlord to defray the costs of  
19 storage.

20 152. FHNV made presentations during St. Helena City Council meetings  
21 regarding the sub-standard conditions at the Pope Street Property and the  
22 displacement of the residents. FHNV made presentations during St. Helena City  
23 Council meetings advocating for the City to move forward with plans to approve the  
24 development of affordable housing units on City-owned property on Adams Street, and  
25 to approve other new developments containing affordable housing units in the City.  
26 The City has stymied these efforts to develop affordable housing in the City. The City's  
27 actions have perpetuated segregated living patterns and displaced residents from the  
28 City based on their national origin.

1 **I. LUNA**

2 153. For more than ten years, LUNA and its members have advocated on  
3 behalf of developing and preserving housing that is affordable to farm workers, service  
4 workers, and other individuals who have low incomes in the Napa Valley. LUNA and its  
5 members regularly submit letters to the City and attend City Council meetings in St.  
6 Helena to advocate for the approval and development of housing in the City that is safe  
7 for and affordable to farm workers and lower income households. LUNA and its  
8 members have been injured by the City's unlawful acts.

9 **J. INJURIES**

10 154. The plaintiff-families, and each of them, have been injured by the unlawful  
11 conduct of the Barbarinos. These injuries include property damages, economic loss,  
12 and personal injury, including annoyance, discomfort, aggravation, humiliation,  
13 degradation, embarrassment, and emotional distress with attendant bodily injuries.  
14 Their units at the Pope Street Property, as they existed in their defective and dangerous  
15 conditions, had no rental value whatsoever. Accordingly, they are entitled to  
16 compensatory damages.

17 155. The plaintiff-families, and each of them, have been injured by the City's  
18 unlawful acts. These injuries include violation of their civil rights and deprivation of their  
19 rights to live in an integrated community.

20 156. Plaintiffs Fair Housing of Napa Valley and LUNA have been injured by the  
21 City's discriminatory and unlawful acts. The City has impaired and frustrated Fair  
22 Housing Napa Valley's and LUNA's mission of eliminating discriminatory housing  
23 practices and advancing safe and affordable housing for all by (1) perpetuating  
24 segregated housing patterns in Napa County; (2) refusing to accommodate the  
25 development of new affordable housing units in the City, with the purpose or effect of  
26 displacing and excluding Latinos based on their national origin; (3) requiring FHNV to  
27 devote resources to activities to counteract the City's unlawful housing practices. The  
28 City's unlawful actions have also forced Fair Housing Napa Valley to divert its scarce

1 resources away from activities and programs it would have undertaken such as  
2 counseling, educational programs, and outreach, in order to identify and counteract the  
3 unlawful housing practices uncovered in St. Helena.

4 157. In doing the acts of which plaintiffs complain, defendants and their agents  
5 and employees intentionally or recklessly violated plaintiffs' federally protected rights.  
6 Accordingly, plaintiffs are entitled to punitive damages under federal law.

7 158. There now exists an actual controversy between the parties regarding  
8 defendants' duties under federal and state civil rights laws. Accordingly, plaintiffs are  
9 entitled to declaratory relief under federal and state law.

10 159. Unless enjoined, defendants and their agents and employees will continue  
11 to engage in the unlawful acts and the pattern or practice of discrimination described  
12 above. Plaintiffs have no adequate remedy at law. Plaintiffs are now suffering and will  
13 continue to suffer irreparable injury from defendant's acts and the pattern or practice of  
14 discrimination unless relief is provided by this Court. Accordingly, plaintiffs are entitled  
15 to injunctive relief under federal and state law.

## 16 **VI. CLAIMS**

### 17 **A. FIRST CLAIM**

18 **[Fair Housing Act, 42 U.S. C. § 3601 et seq.]**

19 *[All Plaintiffs vs. All Defendants]*

20 160. Plaintiffs reallege and incorporate by reference all previous paragraphs in  
21 this complaint.

22 161. Defendants injured plaintiffs by committing discriminatory housing  
23 practices in violation of the Fair Housing Act, 42 U.S.C. § 3601 et seq.

### 24 **B. SECOND CLAIM**

25 **[Civil Rights Act of 1866, 42 U.S.C. § 1983]**

26 *[All Plaintiffs Except FHNV and LUNA vs. City of St. Helena Only]*

27 162. Plaintiffs reallege and incorporate herein by reference all previous  
28 paragraphs in this complaint.



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**E. FIFTH CLAIM**

**[Fair Employment and Housing Act, Gov't Code §§ 12927, 12955 et seq.]**

*[All Plaintiffs vs. All Defendants]*

169. Plaintiffs reallege and incorporate by reference all previous paragraphs in this complaint.

170. Defendants injured plaintiffs by committing discriminatory housing practices in violation of the California Fair Employment and Housing Act, Government Code §§ 12927 and 12955 et seq.

**F. SIXTH CLAIM**

**[Health & Safety Code §§ 17980 et seq.]**

*[All Plaintiffs Except FHNV and LUNA vs. City of St. Helena Only]*

171. Plaintiffs reallege and incorporate by reference all previous paragraphs in this complaint.

172. Defendant City of St. Helena injured plaintiffs by failing to provide notice of violations

173. Defendant City of St. Helena injured plaintiffs by failing to give full consideration to the need for housing as expressed in the Housing Element and failing to give preference to the repair of the Pope Street property, in violation of Health & Safety Code § 17980(b)(2).

**G. SEVENTH CLAIM**

**[California Unruh Civil Rights Act, Civil Code §§ 51, 52]**

*[All Plaintiffs Except FHNV vs. All Defendants Except for the City]*

174. Plaintiffs reallege and incorporate by reference all previous paragraphs in this complaint.

175. Defendants injured plaintiffs in violation of the Unruh Civil Rights Act by engaging in discriminatory housing practices in connection with the ownership and operation of the Pope Street Property, a business establishment within the meaning of Civil Code § 51.





1 183. Defendants breached the duties imposed by statutes by failing to maintain  
2 the Pope Street Property in a safe and habitable condition.

3 184. The individual plaintiffs are members of the class protected by the above-  
4 referenced statutes, and the harm suffered by plaintiffs is of the type that the statutes  
5 seek to prevent.

6 185. As a direct and proximate result of defendants' unlawful acts and failures  
7 to repair the defective and dangerous conditions, plaintiffs have sustained injury and  
8 seek damages in an amount according to proof.

9 **J. TENTH CLAIM**

10 **[Constructive Wrongful Eviction]**

11 *[All Plaintiffs Except FHNV and LUNA vs. All Defendants Except City]*

12 186. Plaintiffs reallege and incorporate by reference each paragraph previously  
13 alleged in this complaint.

14 187. Defendants injured the plaintiffs by constructively and wrongfully evicting  
15 them from the use and enjoyment of the full premises, including invading their private  
16 rights of occupancy and failing to maintain the Pope Street Premises in a safe and  
17 habitable condition.

18 **K. ELEVENTH CLAIM**

19 **[Breach of the Covenant of Quiet Use and Enjoyment]**

20 *[All Plaintiffs Except FHNV and LUNA vs. All Defendants Except City]*

21 188. Plaintiffs reallege and incorporate by reference each paragraph previously  
22 alleged in this complaint.

23 189. Defendants injured the plaintiffs by infringing upon their right to the quiet  
24 use, enjoyment and possession of their dwellings, including their private right of  
25 occupancy, in violation of Civil Code §§ 1927 and 1940.2.

26 **L. TWELFTH CLAIM**

27 **[Statutory Breach of the Warranty of Habitability]**

28 *[All Plaintiffs Except FHNV and LUNA vs. All Defendants Except City]*



1 rental agreement by renting, operating, and maintaining the Pope Street Property in an  
2 untenable condition as set forth above and as defined by, but not limited to,  
3 California Civil Code Section 1941.1, Health and Safety Code Section 17920.3, et seq.,  
4 Uniform Fire Code, and Uniform Housing Code, and by failing to correct such unlawful  
5 conditions so as to render the Pope Street Property fit for human habitation.

6 198. Defendants were notified on numerous occasions that the Pope Street  
7 Property was substandard, unfit for human habitation, and required many specified  
8 repairs. Despite such notice, defendants collected rent from plaintiffs and, without good  
9 cause, failed and refused to correct or repair the said conditions, including failing to do  
10 so within sixty days of being so directed by governmental entities. The conditions  
11 herein were not the result of the acts or omissions of plaintiffs or anyone acting on  
12 behalf of plaintiffs.

13 199. As a direct and proximate result of defendants' breach of the contractual  
14 warranty of habitability and failure to repair the defective and dangerous conditions or to  
15 have them repaired within a reasonable time or at all, plaintiffs have sustained injury,  
16 and seek damages in an amount according to proof, and equitable relief.

#### 17 **N. FOURTEENTH CLAIM**

#### 18 **[Tortious Breach of the Warranty of Habitability]**

19 *[All Plaintiffs Except FHNV and LUNA vs. All Defendants Except City]*

20 200. Plaintiffs reallege and incorporate by reference each and every allegation  
21 contained in all previous paragraphs as though set forth in full herein.

22 201. The acts and omissions of the defendants alleged herein were committed  
23 intentionally and in reckless disregard for the safety, comfort, health and well-being of  
24 the plaintiffs for the purpose of saving costs at the expense of plaintiffs.

25 202. The defendants' failure to correct the defective conditions described  
26 herein was knowing, intentional, willful, and malicious, and was done with full  
27 knowledge of the discomfort and annoyance which said failure would cause the  
28 plaintiffs.



1           1.     Awards compensatory and punitive damages to all plaintiffs except LUNA  
2 according to proof;

3           2.     Awards statutory damages to all plaintiffs except FHNV and LUNA  
4 pursuant to the Unruh Civil Rights Act;

5           3.     Awards retroactive rent abatement to each plaintiff who resided in the  
6 Pope Street Property in an amount to be determined at trial;

7           4.     Declares that defendants have violated the provisions of the applicable  
8 federal and state laws;

9           5.     Enjoins all unlawful practices complained about herein and imposes  
10 affirmative injunctive relief requiring defendants, their partners, agents, employees,  
11 assignees, and all persons acting in concert or participating with them, to take  
12 affirmative action to provide equal housing opportunities to all regardless of national  
13 origin, race, and color;

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

